

**December 6, 1999**

**CONTRACT**

**between**

**DEPARTMENT OF HEALTH AND FAMILY SERVICES**

**and**

**AGING and DISABILITY RESOURCE CENTER of**

**\_\_\_\_\_ COUNTY**

**\_\_\_\_\_, 2000 – December 31, 2000**

This is the base Family Care Resource Center contract between the Department of Health and Family Services and the individual Resource Centers for the year 2000.

The contract defines the program and operational requirements for a Resource Center, including its responsibilities for pre-admission counseling, information and assistance, prevention, and access to the Family Care benefit available through the Care Management Organization.

This is the format for contracts with counties which will be operating both a resource center and a CMO and serving all target populations. Revisions will be needed to tailor the document to each individual county's situation

## Table of Contents

<b>I. SERVICES TO BE PROVIDED BY THE RESOURCE CENTER.....</b>	<b>1</b>
A. Outreach and Public Education .....	1
B. Information and Assistance.....	2
C. Long Term Care Options Counseling.....	5
D. Benefits Counseling.....	6
E. Access to the Family Care Benefit .....	7
F. Access to SSI, SSI-E, Medicaid and Food Stamps .....	7
G. Emergency Response.....	8
H. Elder Abuse and Adult Protective Services .....	8
I. Transitional Services .....	9
J. Prevention and Early Intervention Services.....	10
<b>II. ACCESS TO THE FAMILY CARE BENEFIT .....</b>	<b>10</b>
A. Family Care Access Plan .....	10
B. Initiating Access to Long Term Care: The LTC Functional Screen, Financial Declaration and LTC Options Counseling.....	12
C. Long Term Care (LTC) Functional Screen and Functional Eligibility Determination for Family Care .....	13
D. Financial Declaration.....	15
E. Long Term Care Options Counseling.....	15
F. Financial Eligibility and Cost Share Determination for the Family Care Benefit ....	15
G. Eligibility and Cost Share Redeterminations. ....	16
H. Notification. ....	16
I. CMO Enrollment Related Information and Choice Counseling.....	17
J. CMO Enrollment Processing .....	17
K. Referral for Urgent Services .....	18
L. Disenrollment from a Care Management Organization.....	19
<b>III. ORGANIZATIONAL AND PROCEDURAL STANDARDS.....</b>	<b>20</b>
A. Name .....	20
B. Governing Board .....	20
C. Separation from the Care Management Organization .....	21
D. Rights and Responsibilities .....	21
E. Complaints and Grievances .....	21
F. Client Advocacy .....	23
G. Community Needs Identification .....	23
H. Quality Assurance/Quality Improvement Process .....	24
I. Reporting and Records .....	25
J. Civil Rights .....	27
K. Cultural Competence and Diversity .....	29
L. Accommodation and Accessibility.....	29
M. Necessary Resources .....	30
N. Performance of Services .....	30

<b>IV. CONTRACT MANAGEMENT .....</b>	<b>30</b>
A. Contract Administration .....	30
B. Accounting Requirements.....	30
C. Changes in Accounting Period.....	31
D. Records Retention and Access Requirements.....	31
E. Confidential Information .....	32
F. Compliance with Applicable Law and Requirements .....	32
G. Status of Resource Center.....	33
<b>V. FINANCIAL MATTERS.....</b>	<b>33</b>
A. Cost of Services.....	33
B. Claiming Federal Medicaid Reimbursement .....	33
C. Payment for Services .....	33
D. Withholding and Deduction of Funds .....	34
E. Disclosures .....	35
F. Audits.....	35
G. Final Fiscal Report .....	38
<b>VI. GENERAL PROVISIONS .....</b>	<b>38</b>
<b>VII. OTHER ASSURANCES .....</b>	<b>39</b>
<b>VIII. PROPERTY MANAGEMENT REQUIREMENTS .....</b>	<b>39</b>
<b>IX. SUBCONTRACTORS.....</b>	<b>40</b>
<b>X. CONTRACT REVISIONS AND TERMINATION.....</b>	<b>42</b>
<b>XI. NONCOMPLIANCE, SANCTIONS AND REMEDIAL MEASURES.....</b>	<b>43</b>
<b>XII. Miscellaneous.....</b>	<b>44</b>
A. Official Address .....	44
B. Anti-Trust Violations.....	44
C. Authorization.....	44
D. Binding Effect .....	44
E. Conflicts Between Documents; Order of Precedence .....	44
F. Indemnity .....	45
G. Nonwaiver.....	45
H. Survival .....	45
<b>Appendices .....</b>	<b>47</b>
I. Definitions.....	47
II. CMO Enrollment Forms .....	50
III. CMO Disenrollment Form.....	55
IV. Certification Regarding Lobbying Form.....	57
V. Certification Regarding Debarment and Suspension.....	58

**Contract**  
**between**  
**Department of Health and Family Services**  
**and**  
**Aging and Disability Resource Center of \_\_\_\_\_ County**

This contract is entered into with an effective date of January 1, 2000 through December 31, 2000, by and between the State of Wisconsin Department of Health and Family Services, whose principal business address is 1 West Wilson Street, P.O. Box 7805, Madison, Wisconsin 53707-7805, hereafter Department, and, the \_\_\_\_\_ County Aging and Disability Resource Center, Human Services Department, whose principal business address is, \_\_\_\_\_, hereafter Resource Center.

Whereas, the Department wishes to purchase services as specified in this contract from the Resource Center.

Therefore, the parties hereto agree as follows:

**I. SERVICES TO BE PROVIDED BY THE RESOURCE CENTER**

**A. Outreach and Public Education**

1. *Performance Goal.* People use the services of the Resource Center.
2. The Resource Center shall develop and implement an ongoing program of marketing and outreach to the target populations, community agencies and service providers to inform them of the availability of resource center services.
3. The Resource Center shall implement a plan for reaching isolated or otherwise hard to reach people who are in the target populations served by the Resource Center. Such a plan shall include training and outreach to police and fire departments, postal employees, pharmacists and others who may have opportunities to recognize people who are in the target populations in need of information and assistance or long term care services.
4. The Resource Center shall provide outreach and public education to children with disabilities and their families as described in section I (Transitional Services) of this article.
5. The Resource Center shall notify all facilities in its service area which are required to make referrals for the functional and financial eligibility screen of: a) the services provided by the Resource Center; b) the procedures for making referrals to the Resource Center; and c) the informational materials which the Resource Center will make available to prospective residents. The Resource Center shall supply informational materials for providers to share

with prospective residents and enrollees and shall work with providers in its area to develop procedures for making and responding to referrals.

6. Informational and promotional materials developed by the Resource Center which refer to Family Care (e.g., Care Management Organizations) shall be submitted to the Department for review and approval before the Resource Center distributes the material.
7. The Resource Center shall monitor the effectiveness of its marketing and outreach program in comparison to the following goals for the number of people who contact the Resource Center for services. If the number of contacts falls below these goals, the Resource Center shall analyze the reasons for the shortfall, review these with the Department and, if necessary, develop a quality improvement plan to address the situation.
  - a. Goal for Resource Centers serving the elderly:
    - Four contacts per month, on average, for information and assistance for every 1,000 community members in the service area age 65 and older after six months of the effective date of this contract; and eight contacts per month 12 months after the effective date of this contract. The Resource Center shall continue to increase the number of contacts by two contacts per month every six months until an average of 20 contacts per month is reached.
  - b. Goal for Resource Centers serving people with developmental disabilities and/or people with physical disabilities under age 65:
    - Four contacts per month, on average, for information and assistance for every 1,000 persons with disabilities characteristic of its target population (as estimated by the Department) after six months of operation; and eight contacts 12 months after the effective date of this contract. The Resource Center shall continue to increase the number of contacts by two contacts per month every six months until an average of 20 contacts per month is reached.
  - c. Goals for Resource Centers serving all the target populations identified above in (a) and (b) shall be the combined number of contacts identified in (a) and (b).
8. For the purposes of (a) through (c) in (7) above, “contacts” mean information and assistance contacts by phone, mail, e-mail or face-to-face which are either initial or follow-up contacts by or on behalf of the person in the target population. Information and assistance contacts exclude routine internal agency administrative contacts and wrong numbers.

## **B. Information and Assistance**

1. *Performance Goal.* The person receives information and assistance to get what they need.
2. *Information and Assistance Services.* The Resource Center shall provide information and assistance to the target populations, their friends, family and caregivers and the general public which meets the following standards:

- a. *Rapid evaluation of the call.* Determine the problem leading to the inquiry, the knowledge and capacities of the inquirer, and the urgency of the problem, in order to determine how to approach the information giving service.
- b. *Provide individuals with useful information.* Provide information, which is updated annually, about services, resources and programs which will assist people to experience daily life with dignity and security, maximizing their opportunities for self-sufficiency, and choice.
- c. *Areas of information and assistance.* Provide information and assistance on the following areas at a minimum:
  - Adult protective services, abuse, neglect, domestic violence;
  - Living arrangements related to long term care (e.g., information and assistance to people considering a move due to health, disability or frailty);
  - Disability and long term care related services (e.g., in home support, care management, respite, equipment, training, transition planning, independent living skills, death and dying issues);
  - Paying for long term care related services (e.g., public programs, long term care insurance, other private resources);
  - Health (e.g., recuperative care, disease, conditions, dementia, health, health promotion, medically related care);
  - Behavioral health (e.g., mental health, alcohol and other drug abuse)
  - Employment, training and vocational rehabilitation;
  - Financial and other basic needs (e.g., benefits, Medicaid, health insurance, food, poverty, money, shelter, paying for medical care and medications);
  - Transportation;
  - Nutrition (e.g., congregate meals, home delivered meals, counseling);
  - Home maintenance (e.g., chores, yard work, home safety);
  - Legal issues (e.g., tax laws, power of attorney, guardianship, consumer rights, advocacy, discrimination, complaints and grievances);
  - Education, recreation, life enhancement, volunteerism; and
  - Family Care
- d. *Provide counseling on services.* Provide counseling on long term care services, personal goals and outcomes including a face-to-face meeting if needed. Counseling is generally a more time intensive service than information provision and involves helping consumers evaluate their strengths and preferences, as well as educating them regarding available long term care services.
- e. *Provide referral/assistance services.* The service consists of determining the needs of the inquirer, evaluating appropriate resources, indicating organizations capable of

meeting those needs, helping callers for whom services are unavailable by locating alternative resources, and actively participating in linking the inquirer to needed services.

- f. *Provide follow up.* Follow up with people as needed to determine the outcomes and provide additional assistance in locating or using services as necessary.
- g. *Advocate.* Advocate on behalf of individual or groups when needed services are not being adequately provided by an organization within the service delivery system.

3. *Availability of Information and Assistance Services.* The Resource Center shall provide information and assistance at hours convenient for the public.

- a. The information and assistance service shall provide a phone number which is toll free to all callers in the Resource Center service area.
- b. The phone number of the information and assistance service shall be answered with the advertised name of the information and assistance service or the Resource Center.
- c. The information and assistance service shall be available continuously for at least eight hours a day, Monday through Friday (except for official county holidays), including the hours from 11:00 a.m. through 2:00 p.m., at times the Resource Center determines are most convenient for the public. In addition, the information and assistance service shall be available an additional 10 hours a month at times the Resource Center determines are most convenient for the public and shall have the capacity to set up an occasional after hours appointment when necessary.
- d. During information and assistance service hours, a system shall be in place to ensure that a caller speaks directly to a person, as opposed to an answering machine, except during unusual circumstances.
- e. The Resource Center shall assure that the community it serves has an easily accessed phone system in place to respond to urgent needs of the target populations. The Resource Center shall ensure that after hours callers to the Resource Center know what to do in the case of an emergency or urgent need if the Resource Center is closed.
- f. The Resource Center shall meet Department physical accessibility requirements and be able to provide information and assistance to walk-ins in a private location.

4. *Staffing.*

- a. Anyone answering the Resource Center information and assistance phone line shall have the following: thorough knowledge of the mission, operations and referral policies of the Resource Center; general knowledge of the target populations; expertise in phone etiquette; excellent communication skills; ability to recognize and handle special hearing or language needs; ability to recognize emergencies; and knowledge of protocols for handling emergencies.

- b. Staff providing information and assistance services shall possess knowledge and skills similar to those required for a Certified Information Specialist (CIS) through the national Alliance for Information and Referral Systems and shall be competent to provide information and assistance services to the target populations served by the Resource Center.
- c. Staff providing information and assistance, in addition to possessing the skills and knowledge described above, shall meet the following standard:
  - Bachelor of Arts or Science degree, preferably in a health or human service related field, and at least 1 year of experience working with at least one of the target populations; or
  - Prior approval from the Department, based a combination of post-secondary education and experience or a written plan for formal and on-the-job training to develop the required expertise prepared by the Resource Center.
- d. Information and assistance staff shall complete Department approved training requirements and attend ongoing Department approved training events to keep up to date with services programs and policies relevant to people who use the Resource Center and to maintain or increase expertise in the provision of information and assistance.

[Note: To be effective when Department training requirements are developed and any training to be provided by the Department is available.]

### **C. Long Term Care Options Counseling**

1. *Performance Goal.* People have the information to make informed choices about long term care options.
2. The Resource Center shall provide consultation and advice about options available to meet long term care needs and about factors to consider in making long term care decisions to members of the target populations and their families. The consultation shall inform and advise the person concerning:
  - a. A full range of options available to the individual, including home care, community services, case management services, and, where appropriate, residential care and nursing home options;
  - b. Sources and methods of both public and private payment for long term care services, including Family Care and the fee-for-service system;
  - c. Factors to consider when choosing among the available programs and benefits, including but not limited to cost, quality, outcomes, estate recovery, compatibility with the person's preferred lifestyle and residential setting, and available resources.



- d. Advantages and disadvantages of the various options.
  - e. The status of Family Care enrollment, when enrollment is limited due to implementation of a phased in enrollment plan.
3. When providing long term care options counseling, staff shall communicate with people to fully understand each person's situation including their values, feelings, personal resources, knowledge, capacities, barriers to resolution, and the urgency of the problem.
  4. Information provided shall be timely, accurate, thorough, factual, unbiased, and appropriate to the individual's needs and situation.
  5. Long term care options counseling shall be conducted at a location preferred by, and at a time convenient to, the person. Long term care options counseling shall not be limited to the Resource Center location, but shall also be available in the person's place of residence or other setting (e.g. hospital). Family and others whom the person wishes to participate should be identified and included in the meeting.
  6. The Resource Center shall offer long term care options counseling to anyone who is referred for or requests the functional screen. Options counseling shall be made available in conjunction with performance of the functional screen or at another mutually agreed upon time.

#### **D. Benefits Counseling**

1. *Performance Goal.* People receive information about, and assistance in, applying for public and private benefits for which they are eligible.
2. The Resource Center shall ensure that people from all of the target populations it serves have access to the services of a benefit specialist.
3. Benefit specialists may be staff of the Resource Center or of another organization. In instances where the benefit specialist are staff of another organization, the Resource Center shall ensure, and document, that the benefit specialist services are accessible to people who use the Resource Center in a timely manner.
4. The elderly benefits specialists shall perform the following activities for persons age 60 and older with regard to private and government benefits and programs, consistent with the Policies and Procedures of the Elderly Benefit Specialist Program:
  - a. Provide accurate and current information on a comprehensive array of private and government benefits and programs as defined by the Department;
  - b. Provide information and technical assistance about how to access benefits;
  - c. Assist potential applicants for Medical Assistance, SSI, food stamps, Family Care locate and gather verifying data, both financial and non-financial.
  - d. Provide consumer and volunteer training and technical assistance to develop self and family advocacy;
  - e. Provide information on consumer rights, complaint, grievance and appeals processes;

- f. Provide advice and assistance in preparing and filing complaints, grievances, and appeals at the local and state levels, as well as beyond;
  - g. Negotiate on behalf of individuals with Care Management Organizations, service providers, or the state regarding disputes over long term care services;
  - h. Make appropriate referrals for employment and other disability related counseling and services (e.g. Pathways to Independence, Independent Living Centers).
  - i. Consult with legal back-up to determine appropriate interpretation of law or regulation and appropriate action to assist in resolution of concerns;
  - j. Initiate investigations to gather needed factual information to pursue advocacy duties;
  - k. Provide representation for older people as needed in administrative hearings as well as in other formal or informal grievance steps;
  - l. Refer to legal backup for consideration of representation in judicial proceeding;
  - m. Contribute to State Long Term Care Council discussions on Family Care implementation, especially identifying areas needing change to improve program quality and effectiveness; and
  - n. Identify concerns and problems of older people and related system level issues and present that information to appropriate entities.
5. The Resource Center shall work with the Department to develop and implement a plan for providing benefit specialist services for people with disabilities under age 60. Expectations based on the plan will be included in a contract addendum.

#### **E. Access to the Family Care Benefit**

- 1. *Performance Goal.* People who are eligible have timely access to the Family Care benefit.
- 2. The Resource Center shall ensure that people from the target populations it serves have appropriate access to the Family Care benefit, consistent with the requirements in Part II of this contract.

#### **F. Access to SSI, SSI-E, Medicaid and Food Stamps**

- 1. *Performance Goal.* People are linked to government benefits to which they are entitled and/or eligible.
- 2. The Resource Center shall implement a Department approved plan to ensure that people who contact or are referred to the Resource Center have access to Medicaid, SSI, SSI-E and food stamps. The plan shall be submitted to the Department and receive Departmental approval prior to the effective date of Family Care eligibility determination and enrollment responsibilities under this contract. The plan shall address the following elements at a minimum:
  - a. The establishment of a close working relationship with the Economic Support Unit(s) (ESU) in the service area for the determination of eligibility for Medicaid and food stamps;
  - b. Procedures to identify individuals interested in eligibility for Medicaid, SSI, SSI-E and food stamps and coordination with ESU for determination;

- c. Procedures for making referrals to the Social Security Administration for federal SSI eligibility determination;
- d. Delineation of responsibility for verifying income and asset data and for certifying eligibility for SSI-E and determining eligibility for Medicaid and food stamps; and
- e. Procedures regarding information sharing between the Resource Center and the ESU, including information about eligibility determination results, where appropriate.

## **G. Emergency Response**

- 1. *Performance Goal.* People receive immediate advice and assistance in a crisis situation.
- 2. The Resource Center shall assure people are connected with the appropriate providers of emergency services.
- 3. When a situation involving an immediate risk is identified as part of the LTC Functional Screen, the Resource Center shall make appropriate referrals for emergency services. The Resource Center may provide Adult Protective Services or other emergency services if it has the authority and capacity to do so.
- 4. The Resource Center shall assure that emergency calls to the Resource Center are responded to promptly 24 hours a day, seven days a week. At a minimum, after hours phone calls shall be answered with a message instructing callers who to contact in case of emergency (e.g., 911). Preferably, after hours calls will be forwarded to and answered by a person who can refer callers as necessary in emergency situations and contact an on-call Resource Center staff person if appropriate.

## **H. Elder Abuse and Adult Protective Services**

- 1. *Performance Goal.* People are safe and free from abuse and neglect.
- 2. The Resource Center shall identify persons who may need elder abuse and/or adult protective services.
- 3. The Resource Center shall ensure that eligible individuals have access to elder abuse services, under s. 46.90 Wis. Stats., and adult protective services, under ch. 55 Wis. Stats.. Services to which the Resource Center shall ensure access include, but are not limited to:
  - a. Abuse and neglect investigations;
  - b. Assistance in obtaining physical custodial care, housing, medical care, medications and food;
  - c. Voluntary or court ordered protective services under ch. 55 Wis. Stats. when needed to protect an individual or protect others from the individual;
  - d. Facilitate linkage with law enforcement, domestic violence, mental health services, and emergency detention under ch. 51 Wis. Stats. when needed;

- e. Guardianship;
  - f. Watts reviews; and
  - g. Representative payee.
4. If the Resource Center is not the agency administering elder abuse and/or adult protective services, the Resource Center shall be responsible for establishing a memorandum of understanding with the county agency or agencies responsible for elder abuse and/or adult protective services regarding referrals, investigations and coordination of services. Regarding referrals:
- a. The Resource Center shall make referrals to the elder abuse and neglect agency and the adult protective services agency (as appropriate), and the Resource Center shall receive and act on referrals from the elder abuse and neglect agency and the adult protective services agency;
  - b. The referrals from the Resource Center shall put the person directly in touch with the elder abuse or neglect agency and/or the adult protective services agency (as appropriate), without requiring the person to initiate another contact; and
  - c. If the person being referred to the elder abuse and neglect agency or the adult protective services agency (as appropriate) is age 60 or older, he or she shall be referred through the elder abuse and neglect process as specified in s. 46.90 Wis. Stats.
5. Resource Center staff shall be knowledgeable about domestic violence and how to access emergency services designed to address these victims. Staff shall identify situations for potential domestic violence, and facilitate referrals to the appropriate domestic abuse resources.

## **I. Transitional Services**

1. *Performance Goal.* Young adults in the target populations experience seamless entry into the adult long term care system.
2. Outreach to young adults with disabilities transitioning to the adult long term care system provided by the Resource Center shall be coordinated with school districts, the children's long term support system and other long term support providers in the Resource Center's service area.
3. Upon request, the Resource Center shall provide accurate information about the types of services, resources and programs to support individuals with disabilities when they reach adulthood. The Resource Center is not responsible for providing information or counseling on services for children with disabilities.
4. Annually, the Resource Center shall provide written information to all school districts in its service area regarding the availability of the Resource Center services, and inviting referrals for Resource Center services to assist students in making the transition to the adult long term care system.

5. The Resource Center shall provide the 51.437 Board, the county human services department, and the department of community programs (where these entities exist in the service area) and school districts with:
  - An explanation of what constitutes eligibility for the Family Care benefit;
  - Information about the services of the Resource Center; and
  - Information on CMOs, which includes the CMO's services for the target populations at age 18.

## **J. Prevention and Early Intervention Services**

1. *Performance Goal.* People delay or prevent the need to access comprehensive long term care services. People are helped in retaining or improving functioning where possible.
2. The Resource Center shall obtain or develop and maintain information on risk and safety issues for use in public education, information and assistance, and other prevention and early intervention activities.
3. As a routine part of information and assistance and long term care options counseling, the Resource Center shall assess the person's situation to identify risk factors and opportunities for prevention and early intervention.
4. The Resource Center shall develop linkages with, and refer people to, public health agencies and other entities that have a public prevention and early intervention focus.
5. If the Resource Center receives Department funds for prevention purposes, it shall provide prevention and early intervention services consistent with its application and award notification.
6. Staff providing prevention and early intervention services shall be knowledgeable about preventable causes of disability and institutionalization, and shall be able to identify risk factors and appropriate prevention and early intervention strategies.

## **II. ACCESS TO THE FAMILY CARE BENEFIT**

### **A. Family Care Access Plan**

1. *Performance Goal.* Resource Centers have a process for ensuring access to Family Care that works for consumers, county agencies, and the Department.
2. *Development and Implementation of a Family Care Access Plan.* The Resource Center shall develop and implement a Department approved plan to ensure that people who are entitled to and/or eligible for Family Care have access to the Family Care benefit. This plan shall be consistent with the requirements contained in Part II of this contract and shall include:

a. An eligibility determination component which:

- (1) Identifies all organizations with a role in determining Family Care eligibility and cost share
- (2) Describes the roles and responsibilities of each participating organization
- (3) Describes the processes by which:
  - people will be identified and referred for eligibility determination;
  - the functional eligibility, financial declaration, financial eligibility and cost share determinations will be made;
  - functional and financial eligibility and cost share re-determinations will be made;
  - information will be shared between the participating organizations; and
  - the affected parties will be notified of the results in a timely fashion; and
  - any necessary waiting lists will be maintained consistent with Department guidelines
- (4) Is mutually agreed to and signed by all organizations with a role in the eligibility and cost share determination process

b. A phase-in plan describing how the Resource Center will meet the requirement to offer screening and consultation to persons seeking admission to a nursing home, CBRF, RCAC or adult family home. The phase-in plan shall:

- (1) Include offer of the screen to all target group members seeking long term admission to a CBRF, RCACs, or adult family home in its service area by February 1, 2000. The Resource Center may request a variance from the February 1, 2000, date.
- (2) Describe how pre-admission consultation for nursing home admissions will be completely phased in one year from the date the CMO in the Resource Center county begins operation under the Health and Community Services contract;
- (3) Not exclude any Family Care target group for which the Resource Center is responsible during any part of the phase-in;
- (4) Use objective criteria for determining how to phase-in facilities to the pre-admission consultation program;

c. An enrollment plan component which is developed jointly with the CMO and which describes:

- (1) How the Resource Center will process enough enrollments to allow the CMO to meet its enrollment projections;
- (2) How the Resource Center and CMO will ensure that eligibility re-determinations occur on time for consumers to maintain eligibility;
- (3) How availability of enrollment materials at the Resource Center will be maintained;
- (4) How enrollment materials and documents will be transmitted from the Resource Center to the CMO;
- (5) How to ensure that the person referred for enrollment has been successfully linked with the CMO; and

(6) CMO and Resource Center protocols for voluntary and involuntary disenrollments, per contract specifications.

- d. An agreement regarding referral for urgent services. The Resource Center shall have an MOU or other written agreement with the CMO that describes the circumstances in which the CMO will provide services to an individual who is functionally eligible but whose financial eligibility is pending, and that includes a process for the Resource Center to inform the individual that if he/she is determined not to be eligible, he/she will be liable for the cost of services provided by the CMO.

**B. Initiating Access to Long Term Care: The LTC Functional Screen, Financial Declaration and LTC Options Counseling**

1. *Performance Goal.* People have information about long term care options and an opportunity to determine whether they are eligible for Family Care when making decisions about long term care.
2. *Resource Center Responsibilities.* The Resource Center shall offer the LTC Functional Screen, financial declaration, and LTC options counseling consistent with requirements of this Section and of Sections C, D, and E of Article II of this contract.
3. *Who is to be Offered LTC Options Counseling, Functional Screen, and Financial Declaration.* The Resource Center shall offer LTC options counseling, the LTC functional screen, and financial declaration to any individual over the age of 17 years and nine months who has a disability or condition requiring long-term care that is expected to last at least 90 days and who:
  - a. Is referred to the Resource Center by a nursing home, CBRF, AFH or RCAC;
  - b. Requests access to the Family Care benefit; or
  - c. Contacts or is referred to the Resource Center and appears to have a significant long term care need.
4. The Resource Center shall determine the immediacy of the need for LTC counseling and screening services as soon as possible after receiving a referral or request for services and shall contact the person in accordance with the immediacy of need and the goals for timeliness established in section II.B.6(a). The purpose of this initial contact is to initiate long term care options counseling, offer the functional screen and set up an appointment for follow-up, as needed. Where there is a guardian of the person or activated power of attorney for health care, the Resource Center shall initiate contact with this person as well.
5. The Resource Center shall complete the LTC Functional Screen, financial declaration, and LTC options counseling as soon as possible consistent with circumstances of the individual's personal situation. The Resource Center shall place priority on serving people for whom the information provided in the screening and counseling process is most likely to be of immediate use in their personal long term care decision-making process.

6. The Resource Center shall monitor the effectiveness of its services in comparison to the following goals. If the Resource Center is unable to consistently meet these goals, the Resource Center shall analyze the reasons for the discrepancy, review these with the Department and, if necessary, develop a quality improvement plan to address the situation.
  - (a) Goal for Initial Contact. The Resource Center shall contact the individual to initiate long term care options counseling, offer the LTC functional screen and set up an appointment for follow-up, as needed, within three (3) calendar days after receiving a referral or request for screening or for long term care services. When the third calendar day falls on a weekend or holiday, the Resource Center shall make the initial contact no later than the first business day following the third calendar day after receiving the referral or request. For example, if a request comes in on Monday, the Resource Center has until the end of the day on Thursday to make the contact. If a request comes in on a Wednesday, Thursday or Friday, the Resource Center has until Monday (Tuesday, if Monday is a holiday) to make contact.
  - (b) Goal for Completing Counseling and Screening Responsibilities. Within 14 calendar days of receiving the referral or request, the Resource Center shall complete the LTC options counseling, LTC Functional Screen and the financial declaration for those who accept the offer of these services. The timeline may be extended when: 1) data has been requested but not made available within the required time; 2) the person requests a delay; or 3) the person has a medically unstable condition.
7. The Resource Center shall stay in touch with the person, when appropriate, during the time between initiating and completing the LTC options counseling, functional screen, and financial declaration.
8. The Resource Center shall document its receipt and response to requests and referrals for screening and counseling using format(s) to be provided by the Department. This reporting will include the following, at a minimum: the name of the individual involved; when the request or referral was received; when the initial contact was made; when the functional screen, financial declaration and options counseling were completed; and all situations which resulted in failure to either initiate or complete required functions within the goals described in paragraph 6(a) and (b) above. Additional information will be requested for referrals from hospitals, nursing homes, CBRFs, RCACs and adult family homes.

**C. Long Term Care (LTC) Functional Screen and Functional Eligibility Determination for Family Care**

1. *Performance Goal.* Functional eligibility for the Family Care benefit is determined in a timely fashion.
2. *Administration of Functional Screens.* The Resource Center shall administer the Long Term Care (LTC) Functional Screen and the Community Options Program (COP) Functional Screen to determine eligibility, as defined in s. 46.286 (3) Wis. Stats., for the Family Care benefit. Upon notification from the Department, the Resource Center will only be required to use the LTC Functional Screen. Other information shall be used as necessary to identify persons who are functionally eligible under the Family Care “grandfathering” criteria.



3. *Process for Performing the Functional Screen.*

- a. The Resource Center shall initiate and complete LTC Functional Screens consistent with the requirements established in Section II.B of this contract.
- b. Performance of the LTC Functional Screen shall involve a face-to-face meeting with the individual. The Resource Center shall screen individuals in a location and at a time convenient to the person. Resource Center staff shall be available to perform the screen and related long term care options counseling at times different from normal business hours, if necessary in order to involve the person's family and other designated representatives.

4. *Accuracy.* The Resource Center shall ensure that the information reported on the LTC Functional Screen and the COP Functional Screen is complete and accurate and shall verify information with medical, educational and other records as appropriate to ensure its accuracy.

5. *Records.* The Resource Center shall comply with confidentiality rules and requirements and shall obtain a signed release of information from the person or the person's guardian or power of attorney, where applicable, for the use of medical records, educational records and other records as appropriate before conducting the LTC Functional Screen and COP Functional Screen. Signed releases of information shall be included in the person's records at the Resource Center, when appropriate.

6. *Reporting Screen Results.* The Resource Center shall comply with the Department's data reporting requirements regarding the results of the LTC functional screen.

7. *Qualifications of Staff.*

- a. The Resource Center shall ensure that persons who administer the functional screen meet the following minimum qualifications:
  - Bachelor of Arts or Science degree, preferably in a health or human services related field, and at least one year of experience working with at least one of the target populations; or
  - Prior approval from the Department based on a combination of post-secondary education and experience or on a written plan for formal and on-the-job training to develop the required expertise prepared by the Resource Center.
- b. Staff who administer the functional screen shall meet all training requirements as specified by the Department. This requirement becomes effective when Department training requirements are developed and any training to be provided by the Department is available.
- c. If and when so notified by the Department, the Resource Center shall ensure that only public employees administer the LTC functional screen, financial declaration and financial eligibility screen.

***[Note: A HCFA decision regarding contracting for eligibility determination is pending.]***

#### **D. Financial Declaration**

1. *Performance Goal.* People have the information they need to decide whether to participate in the financial eligibility determination process.
2. Upon notice from the Department, the Resource Center shall begin use of a standard financial declaration form to obtain financial information for use in LTC options counseling.
3. The Resource Center shall use the results of the financial declaration to help people determine whether they would be likely to be eligible for the Family Care benefit or to qualify for public assistance within 6 months of entering a nursing home, CBRF, RCAC, or adult family home. Results of the financial declaration shall be used in LTC options counseling. [Note: The financial declaration is not used in making the financial eligibility determination.]

#### **E. Long Term Care Options Counseling**

1. *Performance Goal.* People are informed and counseled before they make permanent decisions about long term care.
2. Long term care options counseling shall be provided in conjunction with performance of the LTC functional screen and/or financial declaration or at another mutually agreed upon time.
3. Long term care options counseling provided in conjunction with access to Family Care shall meet the requirements for long term care options counseling contained in Section I.C of this contract.
4. Persons providing the long term care options counseling shall meet the requirements for staff qualifications contained in II.C.8 above.

#### **F. Financial Eligibility and Cost Share Determination for the Family Care Benefit**

1. *Performance Goal.* People who are entitled and/or eligible have access to the Family Care benefit and know how much they would have to contribute to the cost of their care in the Family Care program.
2. *Eligibility Determination Responsibilities.* The Resource Center shall either perform or refer persons to the appropriate agency for determination of financial eligibility and cost share for the Family Care benefit.
3. *Who is to be Offered or Referred for Financial Eligibility and Cost Share Determination.*
  - a. The Resource Center shall refer all individuals who are interested in applying for Family Care to the agency responsible for financial eligibility and cost share determination.
  - b. The resource center shall not refer persons seeking admission to a nursing home, CBRF, RCAC or adult family home on a private pay basis who choose to waive the requirement

for a financial eligibility determination unless, based on the results of the financial declaration, it appears that the person will be eligible for medical assistance within 6 months after performance of the financial declaration [Note: A person has the right to refuse a referral for eligibility and cost share determination.]

4. *Financial Eligibility and Cost Share Determination Methods.* Prior to July 1, 2000, financial eligibility for Family Care shall be determined using the same methods as are currently used to determine eligibility for medical assistance and MA waivers and cost share shall be determined using the same method as is currently used for the MA waivers. Following July 1, 2000, or as soon thereafter as Phase 3 of Family Care is operational in the pilot county, financial eligibility and cost share determinations shall be performed consistent with procedures to be jointly developed and mutually agreed to by the Resource Center pilots and the Department. Performance expectations based on these procedures shall be included in a contract addendum.
5. *Ease of Access.* Where an organization other than the Resource Center is responsible for performing financial eligibility determination, the staff who determine financial eligibility shall be co-located with the Resource Center or some other arrangement shall be made so that access to Family Care eligibility is seamless to the consumer.
6. *Staff Training.* Persons performing financial eligibility determination for Family Care shall be trained in accordance with Department requirements (to be developed).

#### **G. Eligibility and Cost Share Redeterminations.**

1. *Performance Goal.* People who qualify maintain their eligibility for Family Care without interruption.
2. The Resource Center shall redetermine or have a process for ensuring redetermination of each Family Care participant's functional eligibility, financial eligibility and cost share upon request of either the CMO or other interested party when there has been a significant change in the person's condition or financial situation or needed to maintain Medicaid eligibility. Redeterminations of Family Care eligibility shall be coordinated with annual Medicaid eligibility redeterminations so as to minimize inconvenience to consumers. Family Care eligibility and cost share redeterminations may not be performed by the CMO.

#### **H. Notification.**

1. *Performance Goal.* People know whether they are eligible for the Family Care benefit.
2. The Resource Center shall send a notification letter conveying results of the LTC functional screen, the COP Functional Screen, and the financial eligibility determination to the person and the person's guardian or power of attorney, if any, within five business days after the Family Care eligibility and cost share determinations have been made.
3. The Resource Center shall obtain Department approval of its notification form letter before using the letter. The notification letter shall include:

- a. The functional level of care determination;
  - b. The financial eligibility determination;
  - c. The cost share determination;
  - d. Whether the person is eligible for and/or entitled to membership in the Care Management Organization, or neither;
  - e. The person's right to grieve the determination of the LTC functional screen, and COP Functional Screen;
  - f. The process for grieving the determination;
  - g. How to obtain a copy of the completed the LTC functional screen, and COP Functional Screen; and
  - h. How to obtain copies of the records utilized in the determination.
4. The Resource Center shall coordinate notification of individual Family Care applicants and participants with the Economic Support Unit so as not to confuse the client.

### **I. CMO Enrollment Related Information and Choice Counseling**

1. *Performance Goal.* People are enabled to make informed choices regarding enrollment in a CMO.
2. The Resource Center shall provide information and counseling to assist people who are eligible for the Family Care benefit in determining whether to enroll in a CMO. Information regarding Family Care benefit and the CMO shall be provided in conjunction with information about other options. (See Article (I) (C) "Long Term Care Options Counseling" for related requirements).
3. The Resource Center shall offer the following materials, to any party who is determined to be eligible or upon request. These materials are to be provided to the Resource Center by the CMO.
  - a. CMO member handbook;
  - b. CMO marketing materials;
  - c. CMO report on findings from annual QA/QI study regarding member feedback (after completion of the first QA/QI study);
  - d. CMO annual external quality review findings (after completion of the first external review);
  - e. Other CMO related reports and documents as specified by Federal or State law that shall be available to the public upon request, if any; and
  - f. Information about the timing of the person's potential enrollment in Family Care.
4. Enrollment related information and choice counseling shall be made available to the person within 10 business days following determination that the person is eligible for Family Care.

### **J. CMO Enrollment Processing**

1. *Performance Goal.* People receive assistance in enrolling in the CMO of their choice.

2. The Resource Center shall assist people who choose the CMO option to enroll in a CMO for the Family Care benefit.
3. The Resource Center shall complete the following prior to processing an enrollment:
  - a. The LTC Functional Screen;
  - b. The COP Functional Screen, while required;
  - c. Long term care options counseling;
  - d. Confirm the person's financial eligibility for Family Care, except in instances where the circumstances qualify the person to receive services while his or her financial eligibility is pending;
  - e. Review of the CMO member handbook with the person;
4. After the items identified above in (3) of this section have been completed and the person is determined to be functionally eligible and financially eligible for the Family Care benefit, and the person desires to enroll in the CMO, the Resource Center shall have the person sign the following documents to enroll the person in the CMO:
  - a. CMO Enrollment Request (see Appendix II, *CMO Enrollment Forms*);
  - b. Other forms required by the CMO for enrollment, such as a CMO Release of Information form.
5. The Resource Center shall have an agreement with the CMO regarding setting effective dates of enrollment for individuals wishing to enroll in the CMO. This agreement shall take into account the CMO's process for building capacity prior to being able to offer immediate access to the Family Care benefit to all entitled individuals.
6. The actual date of enrollment in the CMO shall be the "Effective Date of Enrollment" on the Enrollment Form, or the eligibility certification start date, which ever is later. Prior to the effective date of enrollment, the Resource Center shall transfer the following to the CMO in a format agreed upon with the CMO:
  - a. Forms required by the CMO for enrollment, such as a signed CMO Release of Information;
  - b. Signed CMO Enrollment Request;
  - d. Completed Family Care (LTC) Functional Screen;
  - e. Completed COP Functional Screen; and
  - f. Documentation/forms which contain the amount of the member's cost share (if any).
7. Within one business day of the effective day of enrollment in the CMO, the Resource Center shall transfer the Enrollment Request to the Department's Medicaid fiscal agent.

#### **K. Referral for Urgent Services**

1. *Performance Goal.* People who are functionally eligible for Family Care and need urgent services receive appropriate care while their financial eligibility determination is pending.

2. The Resource Center shall refer individuals who are functionally eligible but whose financial eligibility is pending, to the CMO for urgent services when the individual's need for services is urgent consistent with the agreement regarding referral for urgent services contained in the Family Care Access Plan required in Article II, Section A of this contract. When making such a referral, the Resource Center shall inform the individual that if he/she is determined not to be eligible, he/she will be liable for the cost of services provided by the CMO. If the person is determined to be eligible, the Resource Center shall complete the remaining steps in the enrollment process.

#### **L. Disenrollment from a Care Management Organization**

1. *Performance Goal.* People receive long term care options counseling before they disenroll from the CMO.
2. *Voluntary disenrollment.*
  - a. The Resource Center may be notified of pending voluntary disenrollments either by the CMO or by the member. The Resource Center shall contact CMO members and guardians, where applicable, considering voluntary disenrollments within two business days of being notified, and arrange a meeting within five business days after the initial contact. The five business days may be extended if requested by the CMO member. The member has the option to replace the meeting with a telephone contact to satisfy the requirements of this subsection, in which case the Resource Center may mail the person the CMO Disenrollment Form for signature.
  - b. In the meeting or telephone contact with the CMO member, the Resource Center shall: 1) review the reason for disenrollment; 2) ask the person if he/she was in the process of a complaint or grievance; 3) inform the person of the options available to resolve any issues between the CMO member and the CMO; 4) review the CMO member's options regarding services and programs if he/she chooses to disenroll; and 5) jointly determine an effective date of disenrollment.
  - a. If the CMO member indicates a desire to disenroll during or after the meeting or the telephone contact, the Resource Center shall review, complete (including filling in the effective date of disenrollment) and obtain the person's signature on the CMO Disenrollment Form. In the case of a telephone contact, the form shall be sent to the person. This form appears in Appendix III, *CMO Disenrollment Form*.
  - b. The Resource Center shall notify the CMO of the disenrollment and the effective date of the disenrollment on the day the CMO Disenrollment Form is signed. If the signed CMO Disenrollment Form is sent to the Resource Center, the Resource Center shall notify the CMO the day the signed CMO Disenrollment Form is received in the mail.
  - c. The Resource Center shall file the CMO Disenrollment Form with the Department's Medicaid fiscal agent within one business day.

### 3. *Involuntary disenrollment.*

- a. When the Resource Center receives notice that a request to involuntarily disenroll a member has been made by the CMO, the Resource Center shall contact the member and his or her guardian, if applicable, within two business days to offer its services and to schedule a meeting. If the person agrees to meet, the Resource Center shall arrange a meeting with the CMO member, either in person or by telephone, within five business days after the initial contact. The five business days may be extended if requested by the CMO member.
- b. In the meeting or telephone contact with the CMO member, the Resource Center shall:
  - Ask the person if he/she were in the process of a complaint or grievance;
  - Inform the person about the right to grieve the involuntary disenrollment decision;
  - Inform the person about advocacy resources available to assist the person with such a grievance;
  - Review his/her options regarding services and programs if the involuntary disenrollment occurs; and
  - If the involuntary disenrollment occurs, the Resource Center shall offer to assist the person in accessing long term care services for which he/she is eligible.

## **III. ORGANIZATIONAL AND PROCEDURAL STANDARDS**

### **A. Name**

1. *Performance Goal:* Consumers and families are able to identify and readily locate resource center services anywhere in the state.
2. The Resource Center shall have a name that includes the phrase “aging and disability resource center”, “aging resource center”, “disability resource center,” or “developmental disabilities resource center.” This may be the primary name of the Resource Center or a subtitle to another name but, in either case, must be included in all advertising and materials, including any telephone book listings.

### **B. Governing Board**

1. *Composition.* The Resource Center shall have a governing board which meets the following standards:
  - a. The composition of the governing board reflects the ethnic and economic diversity of the Resource Center’s service area; and
  - b. At least one-fourth of the members of the governing board shall be older persons or persons with physical or developmental disabilities or their family members, guardians or advocates.

2. *Training and Accommodation.* Members of the governing board shall receive education and accommodation to enable the members to have a strong and effective voice in the governing board.
3. *Duties.* The governing board shall have the following duties at a minimum:
  - a. Be accountable for the mission and goals of the Resource Center;
  - b. Oversee development of a mission statement for the organization that is consistent with the goals of the statewide redesigned LTC system;
  - c. Determine the structure, policies and procedures of the Resource Center, within state guidelines and local governance structure;
  - d. Oversee the implementation and operation of the Resource Center;
  - e. Ensure the Resource Center has a viable plan for implementation and operation; and
  - f. Identify unmet needs and prepare plans to meet them.
4. If a Family Care district is created to operate the Resource Center, the governance of the Family Care district shall comply with s. 46.2895 Wis. Stats.

### **C. Separation from the Care Management Organization**

The Resource Center and CMO shall jointly develop a plan for the separation of the eligibility and enrollment functions of the Resource Center from the CMO. The plan shall meet criteria established by the Department, shall be submitted to and approved by the Department by July 1, 2000, and shall be implemented by January 1, 2001.

### **D. Rights and Responsibilities**

1. *Performance Goal.* People know their rights and responsibilities and receive assistance, if needed, in exercising those rights and responsibilities.
2. The Resource Center shall respect and observe client rights as established in administrative rule.
3. The Resource Center shall inform people of their rights and responsibilities in ways that they can understand and use and shall make available any information on rights that the Department provides in the manner prescribed by the Department.
4. The Resource Center shall provide assistance to people when they need help in understanding how to resolve service system disputes or violation of rights complaints, and assist in linking people with advocates when needed.

### **E. Complaints and Grievances**

1. *Performance Goal.* People are able to register complaints and grievances and exercise their due process rights.
2. *Provision of information.* The Resource Center shall inform people of the following when the person initiates a complaint or grievance (as appropriate):



- a. The informal and formal processes for resolving complaints and grievances regarding the Resource Center, the CMO or civil rights available through Family Care and other service systems, and which process might be most appropriate for resolving the person's specific concern;
  - b. The ability to obtain assistance from the Resource Center to file complaints and grievances relating to the Resource Center; and
  - c. Available resources to assist with complaints and grievances, including, but not limited to, the independent Family Care advocacy entity and local advocacy organizations.
3. *Complaint and Grievance Processes.* The Resource Center shall have a written due process procedure for the review and resolution of complaints which is consistent with applicable administrative rules and which includes:
  - a. Informal internal complaint and grievance resolution within three business days of the time the complaint or grievance is received.
  - b. Formal internal complaint and grievance resolution within 10 business days of the time the complaint or grievance is received which includes resolution by the Resource Center's top level management.
  - c. Access to formal external complaint and grievance resolution through the Department for any grievance before, during or after the use of the Resource Center's internal process.
  - d. Access to the State Fair Hearing process. The person has the ability to directly appeal to the State Fair Hearing process within 45 days after receipt of notice of a decision or failure to act regarding the following types of grievances:
    - Determination of ineligibility for the Family Care benefit as specified in ss. 46.286 (1) or 46.286 (1m), Wis. Stats.;
    - Determination of cost sharing for the Family Care benefit;
    - Determination that the person is eligible for but not entitled to the Family Care benefit as specified in ss. 46.286 (3), Wis. Stats.;
    - Determination in regard to divestment, treatment of trust amounts, and protection of income and resources of couple for maintenance of community spouse; and
    - Failure of the Resource Center to provide timely services and support.

For all other matters, the Department's review process must be utilized prior to using the State Fair Hearing process.

4. *Notification of Decision.* The Resource Center shall give written notice of the decision made through the Resource Center's internal complaint and grievance process to the person and any other affected parties. In addition to the decision reached, the notice shall include:

- a. The name of the contact person at the Resource Center for complaints and grievances;
  - b. The date the decision was reached;
  - c. A summary of the steps taken on behalf of the person to resolve the issue;
  - d. An explanation that if the person disagrees with the decision, he/she has a right to a Department review, or to a State Fair Hearing process for determinations listed in (3)(d) above; and
  - e. How to file for review by the Department and through the State Fair Hearing process.
5. The Resource Center shall refrain from any reprisal or threat of reprisal against the person for registering a complaint or grievance. People have a right to register a complaint or grievance or exercise their due process rights without fear of reprisal.
  6. The Resource Center shall encourage the person to resolve complaints and grievances with the Resource Center through the internal informal complaint and grievance resolution process.
  7. The Resource Center shall cooperate with a review by an external advocacy organization on the behalf of the person in regard to filing or processing a complaint or grievance.

#### **F. Client Advocacy**

1. *Performance Goal.* People routinely receive information regarding advocacy, including self-advocacy and independent advocacy, and have access to advocates to assist in exercising their rights.
2. The Resource Center shall link clients with the following advocacy resources as appropriate:
  - a. Independent Family Care advocacy entity;
  - b. Elderly and disabilities benefit specialists;
  - c. Title VII Client Assistance Program;
  - d. Federally designated protection and advocacy organizations (e.g. Wisconsin Coalition for Advocacy);
  - e. Board on Aging and Long Term Care ombudsman; and
  - f. Other state or local advocacy organizations, where available.

#### **G. Community Needs Identification**

1. *Performance Goal.* Unmet needs of the target populations in the community are identified.
2. The Resource Center shall identify segments of the target population(s) which may be either unserved or underserved and types of services or facilities which may be in short supply in order to target outreach, education, prevention and service development efforts.
3. The Resource Center shall have a process for identifying unmet needs in the community that includes input from:

- a. The Local Long Term Care Council;
  - b. Members of the target populations and their representatives; and
  - c. Local governments and agencies, community service organizations, CMO(s) in the service area, public health agencies, and others who are in a position to know about long term care needs.
4. The Resource Center shall provide information about the needs of the target populations in the community to the Resource Center governing board, community organizations, long term care service providers, county government, government agencies, and the Department.
  5. The Resource Center shall assist in the development of local services and resources to meet unmet needs and provide options for the target populations served by the Resource Center, which include long term care and other aging and disability related services.

#### **H. Quality Assurance/Quality Improvement Process**

1. *Performance Goal.* The Resource Center operation reflects continuous quality improvement.
2. The Resource Center shall implement a Department approved quality assurance plan aimed at improving outcomes for the target populations. The plan shall be submitted to the Department for review and approval within 60 days of the effective date of this contract and shall, at a minimum, include the following:
  - a. A process to ensure the timeliness and accuracy of the LTC Functional Screen, COP Functional Screen, and financial eligibility determination and the provision of quality information and assistance services;
  - b. A process for gathering feedback from people who use the Resource Center services under this contract, staff, and other sources on the quality and effectiveness of the Resource Center's performance;
  - c. A process for reviewing and acting on the feedback; and
  - d. A process for internal quality assurance monitoring.
3. The Resource Center shall provide the Department with an annual report of the results of its quality assurance activities. The report to the Department is due March 31, 2001.
4. The Resource Center shall cooperate with the Department in evaluating outcomes and in developing and implementing a quality improvement plan if it appears that goals are not being met.

## **I. Reporting and Records**

1. *Reporting Elements.* The Resource Center shall report data to the Department in the format, timeframe and on the data elements specified by the Department. The reporting shall include, but not be limited to, information from the following:
  - a. LTC Functional Screen;
  - b. COP Functional Screen;
  - c. Financial Declaration;
  - d. Family Care Financial Eligibility Determination;
  - e. Response to referrals and requests for screening and counseling as described in Article II, Section B(8);
  - f. Enrollment in the CMO;
  - g. Disenrollment from the CMO
  - h. Quality (including, but not limited to, grievances and appeals);
  - i. Fiscal;
  - j. Information and assistance services;
  - k. Prevention and early intervention services; and
  - l. Other Resource Center services.
2. *Reports: Regular Interval*
  - a. *Information and Assistance Report.* Resource Centers shall submit monthly information and assistance activity, narrative and time reports using the provided standard report forms and instructions provided by the Department.
  - b. *Annual Expenditure Report.* Resource Centers shall submit an annual expenditure report describing the amount of funds spent on each Resource Center function and the use of funds by categories determined by the Department. This report shall include a narrative section describing non-client specific activities undertaken by the Resource Center.
  - c. *DMT Form 862.* The Resource Centers shall report expenditures to the Department on the DMT Form 862 in accordance with Department instructions. Resource Centers will need to report on at least two CARS lines. One line will be for expenses related to information and assistance services and the other line will be for all Resource Center expenditures.

3. *Short Term Data Collection Efforts.* The Resource Center shall participate in short term data collection efforts agreed upon by the Resource Center and the Department which are needed to further profile Resource Center customers or to evaluate the effectiveness of the Resource Center.
4. *Privacy.* No data collection effort shall require identifying consumer information unless the consumer has given the Resource Center permission to share that data. No data collection effort shall interfere with a caller's right to receive information anonymously. No data collection effort shall interfere with the efficient and respectful provision of information and assistance.
5. *Management Information System.* The Resource Center shall maintain a Management Information System (MIS) that analyzes, integrates and reports data. The Resource Center shall comply with all reporting requirements established by the Department and assure the accuracy and completeness of the data and its timely submission. The data submitted shall be supported by records available for inspection or audit by the Department. The Resource Center shall have a contact person responsible for the MIS/data reporting who is available to answer questions from the Department and resolve any issues regarding reporting requirements.
  - a. The Resource Center shall have a resource data base in support of the provision of information and assistance services with sufficiently detailed data on the areas specified in Article I (B)(2)(c) *Areas of Information and Assistance* to address the needs of the target populations contacting the Resource Center about such information.
  - b. The Resource Center shall have a MIS/data collection, processing, and reporting system capable of:
    - Counting and describing contacts, as required by the Department, including reason for and disposition of contacts;
    - For contacts requiring follow up or formal Resource Center involvement in linking the person to services or referrals for the Family Care benefit or other long term care services, the system shall be able to monitor and track contacts, collect data on the initial contact, characteristics of the person making the contact, subject of the contact, identification of issues, outcomes, and any follow up activities;
    - The Resource Center shall maintain individual client tracking for each person who receives the functional screen and applies for the Family Care benefit using a unique identification number for each person. All Medicaid recipients shall carry the Medicaid identification number;
    - Supporting quality assurance/quality improvement requirements;
    - Supporting Department required performance criteria and indicators; and

- Meeting Department reporting requirements in the formats and timelines prescribed by the Department which satisfy the requirements above in (2) *Reports: Regular Interval.*
- c. The only changes made to the reporting requirements during the course of this contract will be those mutually agreed upon by the Resource Center and the Department, unless the change is necessary to continue to receive Federal funds or due to action of a court of law. The Department agrees to involve Resource Centers in the planning and development of any changes in the data reporting requirements. The Resource Centers shall reciprocate by actively participating in the development process by providing information, addressing necessary changes to local databases, and cooperating with the Department on data submission protocol and testing.
- [Note: Interim tracking mechanisms may be needed while data requirements are being developed.]
- d. Data from the LTC Functional Screen, COP Functional Screen and financial eligibility determination shall be transmitted to the Department as required.
- e. The Resource Center shall maintain records regarding people who enroll in a CMO as required by the Department, including signed enrollment agreements and enrollment requests of those who enroll in the CMO, and date of enrollment.

## **J. Civil Rights**

1. The Resource Center assures that it has submitted to the Department's Affirmative Action/Civil Rights Compliance Office a current copy of its two-year Civil Rights Compliance Action Plan for Meeting Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Service Act, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Omnibus Reconciliation Act of 1981, the Americans with Disabilities Act (ADA) of 1990, and the Wisconsin Fair Employment Act. If a Plan was reviewed and approved during the previous year, a plan update shall be submitted for this contract period.
2. No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, sexual orientation, religion, sex, disability or age. This policy covers eligibility for and access to service delivery and treatment in all programs and activities. All employees of the Resource Center are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.
3. Except where s. 111.337 Wis. Stats. applies, no otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, handicap (as defined in Section 504 and the ADA), arrest or conviction record, marital status, political affiliation,

or military participation. All employees of the Resource Center are expected to support goals and programmatic activities relating to non-discrimination in employment.

4. The Resource Center shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and people who use the Resource Center's services, applicants for employment and employees. The complaint process will be according to Department standards and made available in languages and formats understandable to applicants, people who use the Resource Center's services and employees. The Department will continue to provide appropriate translated program brochures and forms for distribution.
5. The Resource Center agrees to comply with the Department's guidelines in the Civil Rights Compliance (CRC) Standards and the Resource Manual for Equal Opportunity in Service Delivery and Employment for a Department of Health and Family Services, its Service Providers and their Subcontractors (October 1997 Edition.)
6. Requirements herein stated apply to any subcontracts or contracts. The Resource Center has primary responsibility to take constructive steps, as per the CRC Standards and Resource Manual, to ensure the compliance of its subcontractors. However, where the Department has a direct contract with another subcontractor, the Resource Center need not obtain a Subcontractor Civil Rights Compliance Action Plan or monitor that subcontractor.
7. The Department will monitor the Civil Rights Compliance of the Resource Center. The Department will conduct reviews to ensure that the Resource Center is ensuring compliance by its subcontractors according to guidelines in the CRC Standards and Resource Manual. The Resource Center agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by the Resource Center, as well as interviews with staff, clients, applicants for services, subcontractors, and referral agencies. The reviews will be conducted according to Department procedures. The Department will also conduct reviews to address immediate concerns of complainants.
8. The Resource Center agrees to cooperate with the Department in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.
9. The Resource Center agrees that it will:
  - a. Provide qualified translation or interpreter services for people who do not speak English or have speech or hearing impairments within a reasonable period of time and at no cost to the individual;
  - b. Provide aids, assistive devices and other reasonable accommodations to the client during the application process, in the receipt of resource center services, and in the processing of complaints or appeals;
  - c. Train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics;

- d. Make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired; and
- e. Post and/or make available informational materials in languages and formats appropriate to the needs of the target populations.

## **K. Cultural Competence and Diversity**

1. The Resource Center and its subcontractors shall demonstrate cultural competence and cultural diversity in its performance under this contract.
2. Cultural competence is demonstrated by the existence of a set of congruent behaviors, attitudes, practices and policies that are used within a system and an agency and among professionals to work respectfully, effectively and responsibly in culturally diverse situations. Essential elements of cultural competence include valuing diversity, undertaking a cultural self-assessment, understanding the dynamics of difference, institutionalizing cultural knowledge and adapting to and encouraging organizational diversity.
3. Cultural diversity in the workplace refers to the degree to which an organization, agency or other group is comprised of people from a variety of differing backgrounds related to behaviors, attitudes, practices, beliefs, values and racial and ethnic identity.

## **L. Accommodation and Accessibility**

1. The Resource Center shall have the capacity to provide, in a timely fashion, materials in alternate formats to accommodate to persons who are non-English speaking and persons with physical impairments (e.g. Braille, large print).
2. The Resource Center shall have the capacity to communicate, in a timely fashion with people with limited English speaking ability, people who are non-English speaking (e.g., interpreters), people with hearing impairments and persons with physical impairments (e.g., sign language interpreters, TDD, Wisconsin Relay).
3. Resource Center staff shall have the ability to meet face to face with people in the target populations where they are living on an as needed basis.
4. The Resource Center's location(s) shall be physically accessible, and comply with the ADA.
5. The Resource Center shall have a well-publicized electronic mail (e-mail) address which can be published on the Department world wide web site for the public to use. The Resource Center shall respond to e-mail contacts in the same manner as any other written request.
6. For people with cognitive disabilities, special attention shall be given to assuring that family members, friends and others who know the individual and can convey the person's needs and preferences are included in the provision of Resource Center services.



7. The materials developed by the Resource Center which are distributed to the target populations and/or the general public shall be written in a manner which considers people with limited reading proficiency.

#### **M. Necessary Resources**

Except as detailed elsewhere in this contract as obligations of the Department, the Resource Center shall provide the personnel and any materials and resources necessary for the performance of the services.

#### **N. Performance of Services**

The Resource Center shall perform all the services required under this contract in a professional manner. The Resource Center shall perform all services consistent with this contract and as further specified by the Department in written policies and procedures.

### **IV. CONTRACT MANAGEMENT**

#### **A. Contract Administration**

The Department's contract administrator is Monica Deignan in the Center for Delivery Systems Development, whose principal business address is 1 South Pinckney Street, Suite 340, P.O. Box 1379, Madison, WI 53701-1379. The telephone number of the Department's Contract Administrator is (608) 261-7807. In the event that the Contract Administrator is unable to administer this Contract, Department will contact the Resource Center and designate a new Contract Administrator.

The Resource Center's Contract Administrator is \_\_\_\_\_, whose principal business address is \_\_\_\_\_. The telephone number of the Resource Center's Contract Administrator is \_\_\_\_\_. In the event that the Contract Administrator is unable to administer this Contract, Resource Center will contact Department and designate a new Contract Administrator.

#### **B. Accounting Requirements**

1. For contracts of twenty-five thousand dollars (\$25,000) or more, the Resource Center shall maintain a uniform double entry, full accrual accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. (See *DHFS Allowable Cost Policy Manual*, available upon request from Contract Administrator or from the Office of Program Review and Audit, Department of Health and Family Services, 1 West Wilson Street, P. O. Box 7850, Madison, Wisconsin 53707-7850.)
2. For contracts of less than twenty-five thousand dollars (\$25,000), the Resource Center shall at least maintain a simplified double entry bookkeeping system as defined in the Department's *Allowable Cost Policy Manual*.

3. The Resource Center's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports (required by the Department as defined in Section IV), and support expenditure reports submitted to the Department.
4. The Resource Center shall reconcile costs reported to the Department for reimbursement or as match to expenses recorded in the Resource Center's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Resource Center agrees that reconciliation will be completed at least annually, will be documented, and supplied to the Department upon request. The Resource Center shall retain the reconciliation documentation in accordance with the record retention requirement specified in Section XIV.

### **C. Changes in Accounting Period**

1. The Resource Center's accounting records shall be maintained on a calendar year basis, beginning January 1 of each year, unless changed after prior approval from the Department. Approval will be given only if the Resource Center submits proof of Internal Revenue Service approval for changing the accounting period and if the Resource Center agrees to submit a close-out audit for the shortened accounting period, within 90 calendar days after the first day of the new accounting period. For purposes of determining audit requirements, expenses and revenues incurred during the shortened accounting period shall be annualized.
2. Proof of Internal Revenue Service approval shall be considered verification that the Resource Center has a substantial business reason for changing its accounting period.
3. A change in accounting period shall not relieve the Resource Center of reporting or audit requirements of this contract. An audit meeting the requirements of this contract shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

### **D. Records Retention and Access Requirements**

1. Unless the Department specifies in writing a different period of time, the Resource Center agrees to preserve and make available to duly authorized representatives of the State or Federal government all program operations, client records (only for those clients for whom individual tracking is required), financial records, books, documents and papers of Resource Center and its subcontractors' pertinent or directly related to the Resource Center's or its subcontractors' performance under the contract for a period of five years from the date of expiration or termination of the contract.
2. Records for periods that are under audit or subject to dispute or litigation must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.
3. The Resource Center agrees that federal and state representatives shall have access to and the right to examine, audit, inspect and copy program operations and financial records (including without limitation accounting records), supporting documents, statistical records and other records related to the contract during the term of the contract and during the five year period

thereafter or until resolution. During the term, the access to these items will be provided at the Resource Center's service site at all reasonable times. During the five-year period after the term of this contract, delivery of and access to the listed items will be at no cost to the Department. The Resource Center will make no charges for services rendered in connection with an audit requested by the Department.

#### **E. Confidential Information**

1. *Protection.* To enable the Resource Center to perform its duties under this contract, the Resource Center will have access to information which under federal and state law is required to be kept confidential. The Resource Center, its officers, employees and agents, shall, subject to state and federal government laws and regulations, maintain all confidential information in confidence and will not at any time use, publish, reproduce or disclose any confidential information, except to authorized employees, subcontractors and personnel requiring or having a need to know such information, as authorized in writing by the Department, as otherwise specifically permitted herein, or to perform its obligations hereunder. The Resource Center shall take all steps necessary to safeguard the confidential information against unauthorized disclosure, reproduction, publication or use.
2. *Security.* The Resource Center, its officers, employees, agents and subcontractors shall at all times comply with all security standards, practices and procedures which are equal to or exceed those of the Department.
3. *Return.* The Resource Center shall promptly return to the Department, upon its request, all of the confidential information.
4. *Indemnity.* The Resource Center shall indemnify and hold harmless the Department from all damages, costs, liabilities and expenses caused by or arising from the Resource Center's failure to protect the confidential information.
5. *Survival.* The provisions of this section will survive the termination or expiration of this contract.

#### **F. Compliance with Applicable Law and Requirements**

1. The Resource Center shall comply with all state and federal laws, regulations and policies and local laws and ordinances which are in effect during the term of this contract, and which in any manner affect the work or the Resource Center's conduct, including, without limitation, safety requirements, employment practices, conflict of interest prohibitions and restrictions on the use of funds regarding lobbying. Within ten calendar days of the effective date of this contract, the Resource Center shall submit a signed Certification Regarding Lobbying form which is attached as Appendix IV.
2. Also as part of the requirement in (1) of this section, the Resource Center shall comply with 20 U.S.C. 6083 which prohibits tobacco smoke in any portion of a facility owned, leased or contracted for by an entity which directly or indirectly receives federal funds and provides services to children.

## **G. Status of Resource Center**

1. The Resource Center acknowledges and agrees that neither it nor any of its staff (including employees and agents) shall be deemed or construed to be employees of the Department for any purpose whatsoever, including for purposes of labor, tax or employment laws. The Resource Center agrees not to construe any term in this contract as creating an employment relationship with the Department and agrees not to consent to any construction that results in such a determination.
2. The Resource Center shall directly and fully comply with all labor standards, tax requirements and other laws applicable to its staff.

## **V. FINANCIAL MATTERS**

### **A. Cost of Services**

1. The Department agrees to pay Resource Center for services provided in accordance with the terms and conditions of this contract, an amount not to exceed \_\_\_\_\_.
2. The total value of this contract may be increased at any point in its duration. A letter of approval from the Department will constitute agreement that the contract has been increased to the new value.
3. The Department will not make payments for costs in excess of the contract amounts or for costs incurred outside the grant period. Further, the Department will not make payments for costs that are inconsistent with applicable state and federal allowable cost policies.

### **B. Claiming Federal Medicaid Reimbursement**

In order to claim Medicaid funds, each Resource Center shall establish a separate information and assistance program cost center in the accounting records. This cost center will include all costs related to performing information and assistance **except** the following:

- Activities funded with other federal dollars such as Older Americans Act funds or Medicaid Administrative Pass Through (MAPT) funds
- Activities that are service activities billable to other sources such as Medicaid Case Management.

### **C. Payment for Services**

1. The Department, following execution of this Contract, shall pay to the County/Resource Center one - twelfth of the Grant amount for each of the first three (3) months of this Contract. These prepayments may be recovered from future payments (see paragraph 2 below) due Resource Center under this contract if the Department determines that such prepayments are in excess of the Resource Center's reported expenses.

2. Payments will be made monthly based on expense reports submitted by the Resource Center on the DMT-862 CARS Expenditure Report. Claims for reimbursement of allowable costs shall be submitted to the Department not later than the fifteenth (15th) day of the month following the month in which costs are incurred. The Resource Center shall report, by Department assigned profile number, all allowable costs plus any required matching funds stipulated in the reporting instructions for this grant which are incorporated by reference. See DHFS Allowable Cost Policy Manual. (Available from OPRA at address in Section F(6) of this Article.)
3. The Resource Center shall submit a request for reimbursement to the BFS/CARS Unit, Department of Health and Family Services, Division of Management and Technology, P. O. Box 7850, Madison, Wisconsin 53707-7850, with one copy to the Contract Administrator. Payments and reported expenses will be reconciled by the Department in accordance with state procedures.
4. If the Department determines, after notice to Resource Center and opportunity to respond, that payments were made that exceeded allowable costs, the Resource Center shall refund the amount determined to be in excess within 30 days of invoicing or notification by the Department. The Department may, at its sole discretion, effectuate such refund by withholding money from future payments due the Resource Center at any time during or after the grant period. The Department also may recover such funds by any other legal means.
5. All payments shall be released by the Department on the fifth day of each month.

[Note: The Department is planning to modify some aspects of its current payment mechanism so that in the future it can accommodate making payments via electronic funds transfer.]

#### **D. Withholding and Deduction of Funds**

1. *Withholding of Funds.* The Department shall have the right to withhold any and all payments due the Resource Center under any of the following circumstances:
  - a. The Resource Center fails to provide services consistent with this contract, subject to paragraph (2) *Service Expectations* below;
  - b. The Resource Center fails to meet a provision of this contract;
  - c. The Department reasonably determines it to be necessary to protect the Department against potential losses or liabilities; or
  - d. The Resource Center fails to meet reporting requirements, including required timeframes for reporting.

The payments to be withheld will be in an amount the Department determines necessary to cause the Resource Center to correct its failures or to protect the Department against potential losses or liabilities and will be withheld until the failure to provide the services or meet the contract provision is cured or until the potential loss or liability ceases. Payments will be released as long as they are not barred by the operation of Section (G)(2) of this Article.

2. *Service Expectations.* The Resource Center is expected to provide services consistent with the contract requirements with the funds provided under the contract. However, if the Resource Center can document that funds received under this contract are not sufficient to meet all the service requirements contained in Article I or II of this contract, then the Department and the Resource Center will jointly identify priority services to be provided while the parties re-negotiate the required service levels. Counties are not required to use county funds to meet the expectations of this contract.
3. *Deducting of Funds.* The Department shall have the right to deduct any amounts due the Department from the Resource Center from money otherwise payable to the Resource Center, including without limitation deductions for corrections or replacement costs under Article X, *Contract Revisions and Termination*, and Article XI, *Noncompliance, Sanctions and Remedial Measures*.

## **E. Disclosures**

The Resource Center shall also make the disclosures of ownership or control by public officials required under s. 19.45 Wis. Stats.

## **F. Audits**

1. The Resource Center shall submit an annual audit to the Department. If the Resource Center is an agency of the county, the regular audit performed by the county will suffice in meeting this audit requirement. If the Resource Center is not an agency of the county, the audit must be performed in accordance with generally accepted auditing standards, s. 46.036, Wis. Stats., Government Auditing Standards, and the requirements of this contract. Failure to comply with audit requirements will subject the Resource Center to the remedies available under this contract.
2. *Requirement to Have an Audit.* The Resource Center shall submit an annual audit to the Department.
3. *Audit Requirements.* The audit shall be performed in accordance with generally accepted auditing standards, s. 46.036, Wis. Stats., *Government Auditing Standards*, and other provisions in this contract. In addition, the Resource Center is responsible for ensuring that the audit complies with other standards that may be applicable depending on the type of agency and the nature and amount of financial assistance received from all sources:
  - Federal OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Organizations";
  - The *State Single Audit Guidelines (SSAG)*, which are applicable to local governments having A-133 audits; and/or
  - The *Provider Agency Audit Guide (PAAG)*. All agencies which do not meet the requirements of the SSAG shall have audits in conformance with the PAAG.

4. *Source of Funding.* This contract is an award of financial assistance to the Resource Center. The information on the funding sources which needs to be provided includes the name of the program, the federal or state agency where the program originated, and the CFDA number. Information to help Resource Centers in providing this information is provided by the Department during the year.
5. *Reporting Package.* The Resource Center shall submit to the Department a reporting package which includes the following:
  - a. Financial statements and other audit schedules and reports required for the type of audit applicable to the agency.
  - b. Summary schedule of prior year findings and the status of addressing these findings.
  - c. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) or written assurance that a Management Letter was not issued with the audit report.
  - d. Management responses/corrective action plan for each audit issue identified in the audit.
6. *Submitting the Reporting Package.* The Resource Center shall submit the required reporting package to the Department either: (1) within 13 months of the end of the Resource Center's fiscal year if the Resource Center is a county or a Family Care district; or (2) within 180 days of the end of the Resource Center's fiscal year for non-governmental contractor agencies. Two copies of the audit report must be sent to the Department at the following address:

Office of Program Review and Audit  
Department of Health and Family Services  
P.O. Box 7850  
Madison, WI 53707-7850

Telephone: (608) 266-2942
7. *Access to Auditor's Workpapers.* When contracting with an audit firm, the Resource Center shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain photocopies of the workpapers and computer disks, or other electronic media, upon which records/ working papers are stored.
8. *Access to Agency Premises and Records.* The Resource Center shall allow duly authorized agents or representatives of the Department or the Federal government, during normal business hours, access to the Resource Center's premises (or to any subcontractor's premises) to inspect, audit, monitor or otherwise evaluate the performance of the Resource Center's or subcontractor's contractual activities and shall within a reasonable time, but not more than 10 business days, produce all records requested as part of such review or audit. In the event right of access is requested under this provision, the Resource Center or subcontractor shall, upon request, provide and make available staff to assist in the audit, evaluation, or inspection

effort, and provide adequate space on the premises to reasonably accommodate the Department or Federal personnel conducting the audit, evaluation, or inspection effort. All inspections, evaluations, or audits shall be conducted in a manner as will not unduly interfere with the performance of Resource Center's or subcontractor's activities.

9. *Failure to Comply with the Requirements of this Section.* In the event that the Resource Center fails to have an appropriate audit performed or fails to provide a complete audit report to the Department within the specified timeframes, in addition to applying one or more of the sanctions available under this contract, the Department may:
  - a. Conduct an audit or arrange for an independent audit of the Resource Center and charge the cost of completing the audit to the Resource Center;
  - b. Charge the Resource Center for all loss of Federal or State aid or for penalties assessed to the Department because the Resource Center did not submit a complete audit report within the required time frame; and/or
  - c. Disallow the cost of audits that do not meet these standards.

10. *Close-out Audits.*

- a. A program specific audit of an accounting period of less than twelve (12) months is required when a contract is terminated for cause, when the Resource Center ceases operations or when the Resource Center changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out program specific audit may be waived by the Department upon written request from the Department, except when the contract is terminated for cause. The required close-out audit may not be waived when a contract is terminated for cause.
- b. The Resource Center shall ensure that its auditor contacts the Department prior to beginning the audit. (The Department's Office of Program Review and Audit, at the address above is the contact point.) The Department, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Resource Center and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the Department, is the responsibility of the Resource Center.
- c. The Department may require a close-out audit meeting all audit requirements specified above. In addition, the Department may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.
- d. All other provisions in the Audit Requirements section apply to Close-out Audits unless in conflict with the specific Close-out Audits requirements.

11. *Resolution of Audits.* The Resource Center will be given 30 business days to respond to any findings of an audit, inspection, or evaluation, before the Department shall finalize its



findings. Any findings may result in the Department requiring the development of a corrective action plan to address the findings. Subsequent monitoring will ensure that any corrective action plans are implemented.

12. *Contractor Financial Statements.* The Resource Center shall provide the Department with a copy of Resource Center's parent corporation's audited quarterly (if only unaudited statements are available on a quarterly basis, these should be provided) and annual financial statements during the term of the contract. The Resource Center shall also assist the Department with presentations to the State Legislature to confirm, as needed by the department, Resource Center's and its parent corporation's financial stability and viability. If the Resource Center publishes or releases audited quarterly and/or annual financial statements during the term of the contract, the Resource Center shall also provide the Department with a copy of such documents.

#### **G. Final Fiscal Report**

1. The due date of the final fiscal report shall be ninety (90) days after the Contract ending date.
2. Expenses incurred during the Contract period but reported later than ninety (90) days after the contract ending date will not be recognized, allowed or reimbursed under the terms of this Contract.

### **VI. GENERAL PROVISIONS**

- A. Any payments of monies to the Resource Center by the Department for services provided under this Contract shall be deposited in a bank with Federal Deposit Insurance Corporation (hereinafter FDIC) insurance coverage. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The Resource Center shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. The Resource Center shall not engage the services of any person or persons concurrently employed by the State of Wisconsin, including any Department, commission or board thereof, to provide services relating to this Contract without the written consent of the employer of such person or persons and of the Department.
- D. If the Resource Center or any subcontractor is a corporation other than a Wisconsin corporation, it must demonstrate prior to providing services under this contract that it possesses a certificate of authority from the Wisconsin Secretary of State, and must have, and continuously maintain, a registered agent, and otherwise conform to all requirements of Chapters 180 and 181, Wisconsin Statutes, relating to foreign corporations.
- E. Funds provided under this contract shall not be used to replace state or federal program funding for services that were mandated prior to implementation of the Resource Center without prior Department approval. For example, Resource Center contract funds may not

be used to replace funding for the elderly benefit specialist program, even if benefit specialist services are provided through the Resource Center.

- F. Resource Center warrants that: a) all goods, services and licenses sold or otherwise provided pursuant to this contract have been tested for and are fully year 2000 compliant, which means they are capable of correctly and consistently handling all date-based functions before, during and after the year 2000; b) the date change from 1999 to 2000, or any other date changes, will not prevent such goods, services or licenses from operating in a merchantable manner, for the purposes intended and in accordance with all applicable plans and specifications and without interruption before, during and after the year 2000; and c) Provider's internal systems, and those of provider's vendors, are year 2000 compliant, such that provider will be able to deliver such goods, services and licenses as required by this contract.
- G. The Resource Center shall have a contingency plan to ensure the ability to meet its contract obligations in the event that the Resource Center or its vendors experience failures attributable to the date change from 1999 to 2000, or any other date change.

## **VII. OTHER ASSURANCES**

- A. The Resource Center shall notify the Department, in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of two thousand five hundred dollars (\$2,500), or when total past due liabilities to any one or more vendors exceed ten thousand dollars (\$10,000), related to the operation of this Contract for which the Department has reimbursed or will reimburse the Resource Center. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Resource Center to resolve the dispute.
- B. The Resource Center certifies that neither the Resource Center organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The Resource Center further certifies that potential subrecipients, contractors, or any of their principals are not debarred, suspended or proposed for debarment. (See Appendices IV and V).

## **VIII. PROPERTY MANAGEMENT REQUIREMENTS**

- A. Property insurance coverage will be provided by the Resource Center for fire and extended coverage of any equipment funded under this Contract which the Department retains ownership of, and which is in the care, custody and control of the Resource Center.
- B. The Department shall have all ownership rights in any software or modifications thereof and associated documentation designed, developed or installed as a result of this contract.

- C. The Resource Center agrees that if any materials are developed under this contract, the Department shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, such materials. Any discovery or invention arising out of, or developed in the course of work aided by this Contract, shall be promptly and fully reported to the Department.

## **IX. SUBCONTRACTORS**

- A. The Resource Center may subcontract for any service described in this contract.
- B. The Resource Center shall notify the Department in writing of any subcontracts it enters into for administration of the LTC functional screen, the financial declaration, financial eligibility determination, or cost share determination. If and when so notified by the Department, the Resource Center shall ensure that only public employees administer the LTC functional screen, administer the financial declaration, determine financial eligibility, and determine eligibility and cost share for the Family Care benefit.
- C. All subcontracts awarded by the Resource Center shall be awarded in accordance with the policies and procedures governing the procurement regulations of the state and federal government and ensure maximum open and free competition. Governmental agencies should adhere to the procurement standards that are contained in the “common rule,” while all other organizations should follow the procurement standards contained in OMB Circular A-110.
- D. Subcontracts must be embodied in a written contract signed by the Resource Center and subcontractor.
- E. The Resource Center shall notify Department within seven calendar days of any notice by the Resource Center to a subcontractor, or any notice to the Resource Center from a subcontractor, of a subcontract termination, a pending subcontract termination, or a pending modification in subcontract terms, that could reduce access to the services under this contract.
- F. Subcontracts must be consistent with the Resource Center’s obligation under this contract.
- G. The Resource Center must pay its subcontractors in a timely manner. Undisputed invoices paid within 45 calendar days of submission by the subcontractor are considered to be paid timely.
- H. The Resource Center shall include the following provisions and/or language into its subcontracts:
  - 1. Subcontracts must require that subcontractors comply with the requirements and provisions of this contract.
  - 2. Subcontracts must specify the services to be provided and the costs of those services.

3. Subcontracts must include provisions for modifying or terminating the subcontract.
  4. Subcontracts must state that no terms of the subcontract are valid which terminate the legal liability of the Resource Center.
  5. Subcontracts must require the subcontractor to submit all program and financial data in the format specified by the Resource Center. These requirements include, but are not limited to the following: program data must meet the requirements of this contract, and financial data shall be submitted in the form determined by the Department and be consistent with the Department's *Allowable Cost Policy Manual*.
  6. The subcontractor must agree to abide by the Affirmative Action/Civil Rights Compliance provisions and the non-discrimination provisions contained in this contract.
  7. Subcontracts must require the subcontractor to adhere to all record retention requirements specified in this contract.
  8. Subcontracts must require the subcontractor to agree to provide representatives of the Department, as well as duly authorized agents or representatives of the Department and the Federal Department of Health and Human Services, access to its premises and its contract and/or case records. Subcontractor agrees otherwise to preserve the full confidentiality of case records in accordance with confidentiality provisions of this contract.
- I. The Resource Center shall establish appropriate instruction and monitoring procedures for ensuring each subcontractor's compliance with the provisions of this contract and applicable State and Federal regulations. These monitoring mechanisms shall include, but not be limited to, the following:
1. Issuing program manuals and other policy documents to subcontractors.
  2. Conducting on-site reviews.
  3. Requiring in the subcontract that the subcontractor have an appropriate audit for the type of entity that the subcontractor is, for example, governmental entity, non-profit organization, or for-profit organization. (See Audit Requirements). In accordance with section s. 46.036 Wis. Stats., organizations receiving more than \$25,000 must have an audit. Only the Department can waive this requirement.
  4. Ensuring that subcontractor entities meet the applicable licensure standards and that staff meet the applicable professional certification qualifications required for the type of services being provided.
  5. Establishing a mechanism for considering the subcontractor's performance by reviewing complaints and/or satisfaction surveys, quality studies that have rated the subcontractor, and the subcontractor's record of service delivery. A documented system should be in place to incorporate this information into the subcontract/employment evaluation process.

6. Establishing written policies that allow the Resource Center to suspend or terminate any subcontractor for quality deficiencies. There must also be an appeals process available to the subcontractor.
- J. The Resource Center retains responsibility for fulfillment of all terms and conditions of this contract when it enters into sub-contractual contracts and will be subject to enforcement of the terms and conditions of this contract.

## **X. CONTRACT REVISIONS AND TERMINATION**

- A. Resource Center agrees to renegotiate this contract or any part thereof in such circumstances as:
  - Increased or decreased volume of services;
  - Changes required by State and Federal law or regulations, or court action; or
  - Reduction in the monies available affecting the substance of this contract.
- B. Failure to agree to a renegotiated contract under these circumstances is cause for the Department to terminate this contract.
- C. Revision of this contract may be made by mutual contract. The revision will be effective only when Department and Resource Center attach an addendum or amendment to this contract which is signed by the authorized representatives of both parties, except as provided in Article V. A(2), above.
- D. A Resource Center shall give at least 6 months advance notice that it is considering ending its participation in the contract and, during that time, shall negotiate with the Department and make every reasonable effort to develop a mutually agreeable plan to continue services rather than terminate the contract. If the parties cannot reach a mutual agreement after a 90 day negotiation period, the contract can be terminated with a 90 day written notice by either party.
- E. The Resource Center shall notify the Department whenever it is unable to provide the required quality or quantity of services specified. Upon such notification, the Department shall determine whether such inability will require revision or termination of this contract.
- F. The Department may terminate this contract in whole or in part upon 180 days prior notice to the Resource Center when it is reasonably determined to be in the best interests of the Department. The Department may immediately terminate this contract if a material breach by the Resource Center has occurred, provided that the Department has given the Resource Center notice of the breach and the Resource Center has failed to cure within 90 days after receipt of such notice.
- G. If the Department finds it necessary to terminate this Contract prior to the stated expiration date for reason other than non-performance by the Resource Center, actual costs incurred by the Resource Center may be reimbursed for an amount determined by mutual contract of both parties. Fiscal liabilities that Department may have to its funding sources because of

Resource Center's service performance or fiscal practices shall be a controlling factor in arriving at a reimbursement contract.

- H. The Department reserves the right, upon careful examination and discussion with the Resource Center, to reduce the total amount of the grant award due to significant under-spending by the Resource Center. All such grant award reductions will become effective upon thirty (30) days written notice to the Resource Center and shall not relieve the Resource Center of any programmatic requirements.
- I. Upon termination of this contract, the Resource Center shall immediately return to the Department all confidential information, papers materials and other properties held by the Resource Center for purposes of providing services under this contract. In addition, each party will assist the other party in orderly termination of this contract and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, nondisrupted business continuation of each party.

## **XI. NONCOMPLIANCE, SANCTIONS AND REMEDIAL MEASURES**

- A. Failure to comply with any part of this contract may be considered cause for revision, suspension or termination of this contract. Suspension includes withholding part or all of the payments that otherwise would be paid the Resource Center under this contract, temporarily having others perform, and receive reimbursement for, the services to be provided under this contract and any other measure that suspends the Resource Center's participation in the contract if the Department determines it is necessary to protect the interests of the state.
- B. The Resource Center shall provide written notice to the Department of all instances of non-compliance with the terms of this contract by itself or its subcontractors, including non-compliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than 30 days after the Resource Center knows, or should have known, about the non-compliance. The written notice shall include information on reason(s) for and effect(s) of the non-compliance. Resource Center shall provide Department with a plan to correct the non-compliance. At its sole discretion, the Department may take whatever action it deems necessary to protect the interests of the state, including withholding part or all of Resource Center's funding, if it reasonably believes that the non-compliance is continuing or will reoccur.
- C. If Department determines that non-compliance with the requirements in this contract has occurred, or is occurring, it shall demand immediate correction of continuing non-compliance and it may impose whatever sanctions or remedial measures it deems necessary to protect the interests of the state. Such sanctions and measures may include termination of the contract, suspension of the contract as defined in paragraph 1 above, imposing additional reporting requirements and monitoring of subcontractors and any other measures it deems appropriate and necessary.
- D. If audits are not submitted when due, Department may take action as provided in Section V(F), *Audits*, of this contract.

- E. If required statistical data, reports and other required information, other than audits, are not submitted when due, Department may withhold all payments that otherwise would be paid the Resource Center under this contract until such time as the reports and information are submitted.

## **XII. Miscellaneous**

### **A. Official Address**

The Department will mail payments to the Resource Center to the address on the first page of this contract. If the Resource Center desires that notices or other written communications made pursuant to this contract be mailed to an address different than on the first page of this contract, that address shall be provided below:

---

---

### **B. Anti-Trust Violations**

The Resource Center and the Department recognize that overcharges resulting from antitrust violations are in actual economic practice usually borne by the Department. Therefore, the Resource Center hereby assigns to the Department any and all claims for such overcharges as to goods and services purchased in connection with this contract, except as to overcharges not passed on to the Department.

### **C. Authorization**

Both the Resource Center and the Department have full power and authority to enter into and perform the contract, and the person signing the contract on behalf of each has been properly authorized and empowered to enter into the contract and to bind each party to each and every one of the terms, conditions and obligations in this contract.

### **D. Binding Effect**

Each party agrees that the contract binds it and each of its employees, agents, independent contractors and representatives.

### **E. Conflicts Between Documents; Order of Precedence**

In the event that there is a conflict between the documents comprising the contract, the following order of precedence shall apply:

- Laws, regulations and policies of the state and federal government;
- The terms and conditions in the body of this contract;

- Policies and procedures developed by the Department during the course of this contract; and
- Appendices to this contract

#### **F. Indemnity**

1. Department and Resource Center agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their officers, employees or agents.
2. The Resource Center shall indemnify the Department for any federal fiscal sanction taken against the Department or any other state agency which is attributable to action or inaction by the Resource Center, its officers, employees, agents or subcontractors that is contrary to the provisions of this contract.
  - a. Prior to invoking this provision, the Department agrees to pursue any reasonable defense against the federal fiscal sanction in the available federal administrative forum. The Resource Center shall cooperate with the Department in that defense to the extent requested by the Department.
  - b. Upon notice of a threatened federal fiscal sanction, the Department may withhold payments otherwise due the Resource Center, pursuant to Section V(D) of this contract, to the extent necessary to protect the Department against the potential federal fiscal sanction. The Department will consider the Resource Center's requests regarding the timing and amounts of any withholding adjustments.

#### **G. Nonwaiver**

Any failure or delay by either party to exercise or partially exercise any right under the contract shall not be deemed a waiver of any such right. Any waivers granted by either party for breaches shall not indicate a course of dealing or excusing other or subsequent breaches.

#### **H. Survival**

The terms and conditions contained in this contract that by their sense and context are intended to survive the performance under this contract by the parties shall so survive the termination or expiration of this contract.



Signed:

In witness whereof, the Department and Resource Center have executed this contract as of the day and year written below.

---

(name, title)  
(agency)

---

Date

---

Charles Wilhelm, Director  
Office of Strategic Finance  
Department of Health and Family Services

---

Date

## Appendices

### I. Definitions

**Contract** - The collected documents describing the agreement between the Department and the Resource Center, said documents including the body of the contract, the appendices of this contract and other documents referenced herein.

**Costs** - The actual costs that meet the Department's Allowable Cost Policy Manual and the federal allowable cost policies that are incurred by the Resource Center within the contract period to provide the services under this contract.

**Effective date** - The date upon which the Resource Center is responsible to begin providing services under this contract.

**Emergency**- Any situation which poses an imminent danger to self or others.

**Family Care benefit** - Financial assistance for long term care and support items for an enrollee of a Care Management Organization.

**Independent Family Care advocacy entity** – The organization which provides advocacy assistance to people eligible for Family Care that is independent of, and external to, the Resource Center, CMO and the long term care system. The independent Family Care advocacy entity is under contract to the Board on Aging and Long Term Care.

**Medically unstable condition** – A medical condition which prevents health care professionals from being able to accurately predict a person's long term care needs.

**Persons in Need of Adult Protective Services** – a person in need of Adult Protective Services (APS) is an individual age 18 and over who meets both of the following criteria:

1. Has a physical or mental condition which substantially impairs the ability of the person to adequately care for his/her needs; and
2. Is experiencing, or is at risk of experiencing, abuse, financial exploitation, neglect, or self-neglect. At risk means that there is reasonable cause to believe that abuse, financial exploitation, neglect, or self-neglect will occur.

The following terms used in the "Persons in need of Adult Protective Services" definition shall have the following meaning:

- *Abuse* may include any of the following:

- *Physical abuse* means the willful or reckless infliction of bodily harm. Bodily harm means physical pain or injury, illness, or any impairment of physical condition.

- *Sexual abuse* is sexual conduct in the first through fourth degrees as defined in s. 940.225 Wis. Stats.
- *Emotional abuse* is language or behavior which is intimidating, humiliating, threatening, frightening or otherwise harassing.
- *Treatment without consent* means the administration of medication to a person who has not provided informed consent, or the performance of psychosurgery, electroconvulsive therapy or experimental research on a person who has not provided informed consent, with the knowledge that no lawful authority exists for the administration or performance.
- *Unreasonable confinement or restraint* includes, but is not limited to, the unreasonable use of a locked room, involuntary separation, or physical restraining devices, or the unnecessary or excessive use of medication. Use of such methods or devices may be reasonable, if employed in conformance with State and Federal standards governing confinement and restraint.
- *Financial Exploitation* means obtaining a person's money or property by deceiving or enticing the person, or by forcing, compelling, or coercing the person to give, sell at less than fair market value, or in other ways convey money or property against his or her will or without his or her informed consent. It also includes taking, carrying away, using, transferring, concealing or retaining possession of a person's money or property without the person's informed consent.

Financial exploitation further includes the substantial failure or neglect of a fiscal agent to fulfill his or her responsibilities, resulting in harm or substantial risk of harm to the person to whom the fiscal agent is responsible. Fiscal agents include, but are not limited to: guardians of estates appointed under s. 880.33 Wis. Stats.; conservators appointed under s. 880.31 Wis. Stats.; agents under a financial power of attorney under s. 243.07 Wis. Stats.; representative payees under 20 CFR ch. III, s. 416.635 (March 1, 1997 edition); conservatorships under the Veteran's Affairs Administration (Federal Uniform Benefit Act) and trustees.

- *Neglect* means the failure of a caregiver to provide or obtain adequate care, services, or supervision including, but not limited to food, clothing, shelter, or physical or mental health care which creates significant risk or danger to a person's physical or mental health. Neglect does not include a decision made not to seek medical care, if that decision is consistent with a previously executed health care advance directive under chs. 154 or 155, Wis. Stats., or as otherwise authorized by law.

A caregiver is an individual who has assumed responsibility for all or a portion of a person's care, voluntarily, by contract, or by agreement including a person acting or claiming to act as a legal representative.

- *Self-neglect* means a significant risk or danger to a person's physical or mental health because the person is responsible for his or her own care but fails to obtain adequate

care or services including, but not limited to food, clothing, shelter, or medical or dental care.

**Service area** – The following geographic area in which the Resource Center provides services under this contract:

Note:  
Customize  
for target  
population  
served.

- \_\_\_\_\_

**Target populations** – People with physical disabilities, people with developmental disabilities, and the elderly. For activities related to outreach and public education, information and assistance, prevention and early intervention, benefits counseling and emergency response and other related functions, the elderly target population is people age 60 and older. For functions related to the Family Care benefit, including the functional and financial eligibility screen, eligibility determination, choice counseling and enrollment, the target population for the elderly shall be people age 65 and older.

**Urgent needs** – While not immediately life-threatening, urgent needs are those where a lack of response within forty-eight hours would cause significant pain, place the person at serious risk of harm, or create or significantly increase a person's risk of unnecessary hospitalization or institutionalization.

## II. CMO Enrollment Forms

(For people enrolling when the CMO is in Phase 2.)

\_\_\_\_\_ (name of) \_\_\_\_\_

### CMO Enrollment Request Form

**Complete the Following: (please print)**

1. First Name:	MI:	Last Name:
2. Phone Number:	Social Security Number:	
3. Street Address:	City:	State: Zip:
4. Date of Birth:	County of Residence:	
5. Medicaid Number:		
6. Medicare Number: _____	Effective Date of Part A: _____ Effective Date of Part B: _____	

**By enrollment in \_\_\_\_\_ CMO, I understand:**

That in the current Home and Community Based Waiver program, \_\_\_\_\_ CMO shall arrange for or provide the Home and Community Based Waiver services, and coordinate the Medicaid card services. The list of services depends on which Home and Community Based Waiver program I am a recipient of. The list of services also depends on if I am getting funding from the Community Options Program (COP).

That \_\_\_\_\_ CMO shall arrange for or provide services listed in the Member Handbook when \_\_\_\_\_ CMO becomes a certified Family Care program, which is approximately \_\_\_\_\_, 2000. I have reviewed the list of services in the Member Handbook, and understand them.

**By enrollment in \_\_\_\_\_ CMO I authorize:**

The disclosure and exchange of information between the CMO and State and Federal oversight agencies or their authorized representatives, including service utilization and cost information.

7. Member Signature: _____		Date: _____
8. Guardian Signature: _____		Date: _____
<b>***For Resource Center / CMO Use Only***</b> Effective Date of Enrollment: _____  Medicaid Recipients <input type="checkbox"/> Intermediate <input type="checkbox"/> Comprehensive  Non-Medicaid Enrollees <input type="checkbox"/> Intermediate <input type="checkbox"/> Comprehensive		<b>***For Fiscal Agent Use Only***</b> Date of Enrollment: _____

## Instructions for filling out Phase 2 CMO Enrollment Request

- Please print as neatly as possible.
- If you ask, we will give this information in another form, such as Braille, large print or audio tape.
- If you need the assistance of an interpreter, please call the \_\_\_\_\_ CMO at (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_, or TDD at (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_.

**Please fill in the following information by numbered line on your enrollment form:**

<b>Name:</b>	Write in your name (first name, middle initial, and last name).
<b>Phone Number:</b>	Write in the phone number where you can be reached.
<b>Social Security Number:</b>	Write in your Social Security Number (not your Medicare number). You can find this number on your Social Security card.
<b>Street Address, City and Zip:</b>	Write in where you are currently living.
<b>Date of Birth:</b>	Write in the day you were born including the year.
<b>County of Residence:</b>	Write in the county where you live.
<b>Medicaid Number:</b>	Write in your Medicaid number. This is not always the same as your Social Security number.
<b>Medicare Number:</b>	Write in your Medicare number if you receive Medicare (not your Social Security number). You can find this number on your Medicare card that says "Health Insurance Social Security Act" at the top.
<b>Effective Date of Part A:</b>	On your Medicare card it will say Hospital Insurance with a date after it. Write that date on this line.
<b>Effective Date of Part B:</b>	On your Medicare card it will say Medical Insurance with a date after it. Write that date on this line.
<b>Signature Lines:</b>	You must sign and date the bottom of the form.
<b>Signature of Guardian:</b>	If you have a Guardian of the person, he or she must sign and on this line.

## II. CMO Enrollment Forms, Continued

(For people enrolling when the CMO is in Phase 3.)

### (name of)                     CMO Enrollment Request Form

**Complete the Following: (please print)**

1. First Name:	MI:	Last Name:
2. Phone Number:	Social Security Number:	
3. Street Address:	City:	Zip:
4. Date of Birth:	County of Residence:	
5. Medicaid Recipient: <input type="checkbox"/> Yes <input type="checkbox"/> No    If yes, Medicaid Number:		
6. Medicare Number: _____		Effective Date of Part A: _____ Effective Date of Part B: _____

                    (name of)                     CMO's Family Care program is explained in the member handbook. I have reviewed the member handbook and understand it. By my signature below I agree that I have been informed of, both verbally and in writing, and understand the following:

- my choices in the CMO and the services available and how to get them;
- my rights and responsibilities as a member of the CMO;
- how to complain and grieve, including my rights to a fair hearing; and
- the providers of services and how to ask for other providers.

I have been informed that all CMO services are furnished under a written plan of care based on the assessment of my health and other needs, and that I will (or have a right to) assist in developing my individual service plan.

I understand that I can voluntarily disenroll from                     (name of)                     CMO at any time.

I authorize the disclosure and exchange of information between the CMO and State and Federal oversight agencies or their authorized representatives, including my services and costs.

7. Member Signature:	Date:
8. Guardian Signature:	Date:

**9. Assurance of Choice for people who are eligible for Family Care through the Home and Community Based Waivers:** I have been given a choice of receiving services in a nursing home or in the community through a Family Care CMO. By signing below I am saying that I have chosen to accept community services through                     (name of)                     CMO.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>**For Resource Center / CMO Use Only**</b> Effective Date of Enrollment: _____  Medicaid Recipients <input type="checkbox"/> Intermediate <input type="checkbox"/> Comprehensive  Non-Medicaid Recipient <input type="checkbox"/> Intermediate <input type="checkbox"/> Comprehensive	<b>***For Fiscal Agent Use Only***</b> Date of Enrollment: _____
---	---

## Instructions for filling out CMO Enrollment Request

Please print as neatly as possible.

- If you ask, we will give this information in another form, such as Braille, large print or audio tape.
- If you need the assistance of an interpreter, please call the \_\_\_\_\_ CMO at (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_, or TDD at (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_.

**Please fill in the following information by numbered line on your enrollment form:**

- Name:** Write in your name (first name, middle initial, and last name).
- Phone Number:** Write in the phone number where you can be reached.
- Social Security Number:** Write in your Social Security Number (not your Medicare number). You can find this number on your Social Security card.
- Street Address, City and Zip:** Write in where you are currently living.
- Date of Birth:** Write in the day you were born including the year.
- County of Residence:** Write in the county where you live.
- Medicaid Number:** If you are a Medicaid recipient, write in your Medicaid number. This is not always the same as your Social Security number.
- Medicare Number:** Write in your Medicare number if you receive Medicare (not your Social Security number). You can find this number on your Medicare card that says "Health Insurance Social Security Act" at the top.
- Effective Date of Part A:** On your Medicare card it will say Hospital Insurance with a date after it. Write that date on this line.
- Effective Date of Part B:** On your Medicare card it will say Medical Insurance with a date after it. Write that date on this line.
- Signature Line:** You must sign and date the bottom of the form.
- Signature of Guardian:** If you have a Guardian of the Person, he or she must sign and on this line.
- Assurance of Choice:** Sign on this line only if you are both (1) eligible for Medicaid, and (2) eligible for Family Care at the comprehensive level of care. If you have a Guardian of the Person, he or she must also sign here. Staff from the Resource Center or CMO can assist you in determining if you need to sign on this line



### III. CMO Disenrollment Form

(For disenrolling when the CMO is in Phase 2 or 3.)

## CMO Disenrollment Form

First Name:	MI:	Last Name:
Street Address:	City:	Zip:
Phone Number:	County of Residence:	
Social Security Number:	Date of Birth:	
Medicaid Recipient: <input type="checkbox"/> Yes <input type="checkbox"/> No	Medicare Number:	
If yes, Medicaid Number:		

I no longer wish to participate in \_\_\_\_\_ CMO and voluntarily disenroll.

My effective date of disenrollment is \_\_\_\_\_.

Member Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

Guardian Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_

<b>***For RC/CMO Use Only***</b>  <input type="checkbox"/> Voluntary Disenrollment* (member signature required) <input type="checkbox"/> Involuntary Disenrollment <input type="checkbox"/> Death    Date of Death: _____  Effective Date of Disenrollment: _____	<b>***For Fiscal Agent Use Only***</b>  Effective Date of Disenrollment: _____
*For voluntary disenrollment, state reason person decided to disenroll: _____ _____ _____	

## Instructions for filling out Phase 2 CMO Disenrollment Form

Please fill in the following information by numbered line on the disenrollment form:

- Name:** Write in your name (first name, middle initial, and last name).
- Phone Number:** Write in the phone number where you can be reached.
- Social Security Number:** Write in your Social Security Number (not your Medicare number). You can find this number on your Social Security card.
- Street Address, City and Zip:** Write in where you are currently living.
- Date of Birth:** Write in the day you were born including the year.
- County of Residence:** Write in the county where you live.
- Medicaid Number:** If you are a Medicaid recipient, check the “yes” box and write in your Medicaid number. This is not always the same as your Social Security number. If you are not a Medicaid recipient, check the “no” box.
- Medicare Number:** Write in your Medicare number if you receive Medicare (not your Social Security number). You can find this number on your Medicare card that says “Health Insurance Social Security Act” at the top.
- Effective Date of Disenrollment:** Write in the date you want your disenrollment to be effective. The Resource Center worker will help you set that date so that you will not have an unnecessary interruption in services. Your disenrollment can be effective immediately if that is your preference.
- Signature Lines:** You must sign and date the bottom of the form.
- Signature of Guardian:** If you have a Guardian of the Person, he or she must sign and date on this line.
- Reason for Disenrolling:** The Resource Center worker will fill in this section, briefly indicating why you have decided to disenroll from the CMO.

#### IV. Certification Regarding Lobbying Form

##### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By \_\_\_\_\_  
(Signature of Official Authorized to Sign Application)

Date: \_\_\_\_\_

For: \_\_\_\_\_

Name of Provider

\_\_\_\_\_  
Title of Program

## V. Certification Regarding Debarment and Suspension

### CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 45 CFR Part 76, and its principles:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain or performing a public (federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page.

The applicant agrees that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In-eligibility, and Voluntary Exclusion-Lower Tier Covered Transaction". (Appendix B to 45 CFR Part 76) in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions.

BY \_\_\_\_\_ DATE \_\_\_\_\_  
(Signature of official authorized to sign)